VOL. L., No. 35.

The Solicitors' Journal.

LONDON, JUNE 30, 1906.

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WE REFERRED some time ago to the probability that a third Court of Appeal would be constituted to hear King's Bench appeals. It is now announced that its formation has been arranged; that the assistance of the Lord Chancellor, the Lord Chief Justice, and the President of the Probate and Divorce Division will be obtained in order to form the three courts, and that the services of Lord Justice FARWELL will also be available shortly. It is not anticipated that the third division will sit before the 5th of July next.

The School of Law.

IT APPEARS from the report of the Council of the Law Society, just issued, that they have appointed a committee to discuss the question of the scheme for a school of law with the Attorney-General when he is able to give attention to the matter. The society's proportion of the income of the fund in court for educational purposes for the year 1905 amounted to £1,237 11s. 5d.

The Judicial Committee of the Privy Council.

THE SITTINGS of the Judicial Committee of the Privy Council have been resumed, and their lordships are likely to be busily occupied till the commencement of the Long Vacation. Complaints have for several years been made that the learning and intellect of this high judicial body are less than that of those who took part in its deliberations during the last century, and much is said as to the importance of maintaining a high standard of excellence in the ultimate court of appeal from all the colonies of Great Britain. We have no wish to dispute this last proposition, but a reference to the majority of the cases which have come before the Judicial Committee during the last few years has led us to doubt whether they require for their elucidation any great mastery of the leading principles of the law. Of the Indian appeals we need only say that they seem quite unsuited to judges who have no intimate acquaintance with the laws and

usages of that huge dependency. But even in Canada and Australia a large proportion of the cases depend on the construction of municipal and local statutes, and it is difficult to see how the jurists of a remote country can throw any fresh light upon such questions. It may indeed be said that the interposition of the Legislature in this country has become so frequent that the construction of statutes will soon form a great part of the work of the courts, but it has never been thought that the interpretation of the enactments of an independent State could profitably be entrusted to foreigners.

Barristers' Wigs in June.

We read that at a recent trial in a county court one of the witnesses, during an altercation with counsel, so far forgot his respect for the bar as to invite the learned gentleman to take off his wig and cool himself. The burden laid upon the head of a judge or barrister during the short English summer is hard to bear. It is true that in cases of great oppression he has "liberty to apply" to the court, but the younger members of the profession, who are not far advanced in baldness, and suffer more from an extra head covering, are naturally disposed to leave their seniors to make the necessary application. It is many years since Sidney Smith wrote, in an article on the United States: "The Americans, we believe, are the first persons who have discarded the tailor in the administration of justice and his auxiliary the barber—two persons of endless importance in the codes and pandects of Europe. A judge administers justice without a calorific wig and parti-coloured gown, in a coat and pantaloons. The true progress of refinement we conceive is to discard the mountebank display of barbarous ages. One row of gold and fur falls off after another from the robe of power and is picked up and worn by the parish beadle and the exhibitor of wild beasts." The wig, however, remains, and judicial robes are, if anything, smarter than they were fifty years ago. It is not everyone who knows that this headgear is of no great antiquity, dating in fact from the days of Charles the Second, when it became the general fashion for men to cut off their hair and replace it by an artificial covering.

A Reform in the Mode of Rating Railways.

Anyone who is accustomed to read the reports of the leading railway companies is familiar with their complaints of the increase of their assessments to the poor rates, and of the manner in which the rateable value of railways is ascertained. In the case of *The West Riding of Yorkshire County Council* v. *Middleton Parish Council*, decided by the Divisional Court on the 27th of April, it was stated that the Great Northern Railway, having appealed to quarter sessions, obtained a substantial reduction of the rateable value at which it was assessed in the valuation list of the particular parish; and we believe that there are many other cases in which similar reductions have been obtained by railway companies. Meanwhile, no attempt appears to be made to reform the existing parochial system of assessing railways to the poor rate. The Royal Commission on Local Taxation has recommended that a central authority should be appointed, whose duty it should be to value each railway as a whole, and to allocate the valuation thus obtained between the various rating areas, and that the total valuation of each railway should be ascertained in accordance with the statutory definition of net annual value as it has been interpreted by the courts, and that the value of the stations should be deducted in allocating the valuation and distributed amongst the areas in which the stations are respectively situated. The present system of ascertaining the rateable value of that portion of a railway which is within a single parish is founded upon the absurd proposition that a person could be found who would hire that portion of the railway, and no more, as tenant from year to year. The parochial system is also open to the serious objection that it is calculated to expose railways to the liability of being rated beyond the rateable value of the whole line owing to the lack of co-operation between the various rating authorities. We understand that both in Scotland and Ireland the practice is for each railway to be valued as a whole in the first instance, and we can only hope that their example will be followed by this country without delay.

Child *en Ventre sa Mère*.

The rule that a child *en ventre sa mère* is to be considered as already born for the purposes of the devolution of property under wills and upon intestacies has received important confirmation in the judgment of the Court of Appeal in *Villar* v. *Gilbey* (54 W. R. 473; 1906, 1 Ch. 583). By the will of a testator who died in 1854 real estate was devised to his brother for life, with remainder to the brother's eldest son A. for life, with remainder to A.'s sons successively in tail, and then to his daughters in tail, with remainder to his second son B. for life, with similar remainders to his children in tail; in default of such issue the testator devised the estates to the other sons of his brother successively and the heirs of their bodies, subject to a proviso that any other son born in the testator's lifetime should not take a larger interest than for life, with remainder to his issue in tail. A third son, C., was born within a month of the testator's death. A. and B. both survived the testator and died—A. in 1879 and B. in 1903—without ever having had issue. C. became bankrupt in 1882, and in 1905 the official receiver, who was then the trustee of his estate, purported to bar the entail and to convey the real estate to a purchaser in fee simple. The purchaser brought the present action to obtain a declaration that C. took an estate tail under the testator's will and not a life estate. This of course depended on the question whether C., as being a child *en ventre sa mère* at the time of the testator's death, was to be treated as "born" in the testator's lifetime within the meaning of the proviso in the will, so that the estate tail first given to him would be cut down to an estate for life. Swinfen Eady, J., held that the words "born in my lifetime" were to be taken in their natural sense, and that C.'s estate was not cut down to an estate for life, but the Court of Appeal reversed the decision. It was, indeed, said by Lord Westbury, L.C., in *Blasson* v. *Blasson* (13 W. R. 113, 2 D. J. & S. 665) that a child *en ventre sa mère* would only be treated as already born at the date in question when such construction was for his benefit, but it is now held that this distinction is unsound. The rule is independent of the consideration whether the effect of applying it will benefit the child or no. Moreover, the rule is not limited to the particular cases in which it has been decided to be applicable—as in cases arising with reference to perpetuity: see *Re Wilmer's Trusts* (51 W. R. 609; 1903, 2 Ch. 411)—but is of general application; and although the full extent of it may be matter of doubt, yet, as Romer, L.J., said: "*Primâ facie*, in the absence of sufficiently weighty considerations to the contrary, for the purposes of devolution of property in connection with intestacies or wills, no distinction ought to be drawn between a child born at a particular time and a child at that time *en ventre sa mère* and subsequently born alive."

The Contents of Prospectuses.

One of the objects of the Companies Act, 1900, was to secure the disclosure of the persons interested in the sale of property to a company and the amount which the company was paying for it; and accordingly, among the various matters which section 10 requires to be stated in the prospectus, clause 1 (*f*) calls for a statement of the names and addresses of the vendors of any property purchased by the company which is to be paid for out of the proceeds of the issue offered for subscription by the prospectus, or the purchase of which has not been completed at the date of publication, and the amount payable to the vendor, or where there is more than one separate vendor, or the company is a sub-purchaser, the amount so payable to each vendor. It has commonly been supposed that the company is not to be treated as a sub-purchaser within this provision where the immediate vendor to the company has completed his purchase before the issue of the prospectus, and this view is affirmed by the decision of Joyce, J., in *Brookes* v. *Hansen* (54 W. R. 502). There a vendor had, by a contract dated the 11th of May, 1901, sold for £15,000 to the African Patent Rights (Limited) the benefit of applications already made for certain letters patent in the South African colonies. The money payable under the contract was borrowed by the company, and was paid to the vendor and the purchase was completed on the 31st of May, 1901. By a contract dated the 1st of June, 1901, the

African Patents Rights (Limited) agreed to sell the same subject-matter to the South African Superaeration (Limited) for £58,500, and on the same day a prospectus was issued which stated this contract and the purchase-money payable under it. The prospectus also mentioned the agreement of the 11th of May, but did not state the purchase-money payable under that agreement or the facts relating to the acquisition of the property by the African Patent Rights (Limited). A shareholder, who had received the prospectus and had applied for shares, alleged that there had been an omission to comply with section 10 (1) (*f*), and upon this ground he claimed damages from the directors of the company. *Primâ facie* it would seem that when a purchase is completed with borrowed money, and the purchaser forthwith re-sells to a company, and presumably repays the loan out of money received from the company, there is good ground for treating the first purchase as in effect made with money received from the company. JOYCE, J., however, did not take this view. The former purchase had in fact been completed before the issue of the prospectus, and there was no need to disclose it for the purposes of section 10 (1) (*f*). That clause, he said, imposed no obligation "to disclose the amount of the purchase-money, however small, paid by the vendor upon his acquisition, however recent." The action accordingly failed. It has to be remembered, however, that section 10 does not interfere with the ordinary rules as to the disclosure of profits made upon the formation of a company, and it is advisable to state the full facts of such sales and re-sales in the prospectus, even though this is not necessary for the purpose of satisfying the statutory requirements.

When the Court Leans Against Intestacy.

THE DECISION of the Court of Appeal in *Re Edwards* (54 W. R. 446; 1906, 1 Ch. 570) is an excellent example that clear words in a will are to have their natural effect, notwithstanding that the result is an intestacy and is very probably opposed to what would be the wishes of the testator. A testatrix by her will gave all her property in trust for her children who being sons should attain twenty-one, or being daughters should attain that age or marry. This gift was contained in one paragraph of the will. In a separate paragraph the testatrix, in the event of her death without leaving any children surviving her, gave all her property to her brothers and sisters. She left one child surviving her who died an infant. Applying the above two gifts to this state of facts, the result was clear enough. The infant never attained the prescribed age, and, therefore, never attained a vested interest under the first gift. On the other hand, the event specified in the second gift did not happen. The testatrix did not die without leaving a child surviving her, and the gift over in favour of her brothers and sisters did not take effect. This meant an intestacy, and to avoid that result BUCKLEY, J., held that the terms of the gift over controlled the original gift, and that the infant child took a vested interest. But the Court of Appeal considered that the words of the original gift were too clear to admit of such a construction, and, indeed, the real question seems to have been whether, in the events that happened, the gift over in favour of the brothers and sisters of the testatrix had not taken effect. This, of course, would have been the intention of the testatrix; an intestacy would be avoided; and it was only necessary to import the word "such," and to treat the gift over as depending on the death of the testatrix "without leaving any *such* children surviving her"; that is, any children who attained twenty-one. But the Court of Appeal declined to alter words which were in themselves unambiguous for the purpose of avoiding an intestacy. "It is said," observed ROMER, L.J., "that the court leans against an intestacy. I do not know whether that expression at the present day means anything more than this—that in cases of ambiguity the court may, at any rate in the case of certain wills, gather an intention that the testator did not intend to die intestate; but it cannot be that, merely with a view to avoiding intestacy, the court is to do otherwise than construe plain words according to their plain meaning." Consequently neither the original gift nor the gift over took effect, and an intestacy resulted. This agrees with the construction placed upon a similar will by ROMILLY, M.R., in *Walker* v. *Mower* (16 Beav. 365).

Redemption of Property After Act of Bankruptcy.

IT IS interesting to note that in *Ponsford, Baker, & Co.* v. *Union of London and Smiths Bank (Limited)* (*ante*, p. 525) BUCKLEY, J., has followed the decision of WRIGHT, J., in *Re Lawford & Lawrence* (50 W. R. 592; 1902, 2 K. B. 445) with respect to the return of pledged property after notice of an act of bankruptcy by the pledgor. If bankruptcy follows, the title of the trustee in bankruptcy relates back to the act of bankruptcy, so that *primâ facie* the pledgee who parts with the property is responsible to the trustee, and he cannot rely on the protection of section 49 of the Bankruptcy Act, 1883, since this requires that the dealing with the property of the bankrupt shall be without notice of an available act of bankruptcy. In *Re Lawford & Lawrence* certain cabs had in September, 1900, been deposited by the owners, LAWFORD & LAWRENCE, with one WARD to secure advances. In October, 1900, the owners repaid part of the advances and certain of the cabs were delivered to them. WARD had at that time notice of an act of bankruptcy by LAWFORD & LAWRENCE, and a receiving order was made against them in the following January. After the receiving order they repaid the rest of the advances and the remainder of the cabs were delivered to them. WRIGHT, J., held, though with doubt, that WARD was not liable to the trustee for the value of the goods. Although the trustee's title related back to the act of bankruptcy committed on the 6th of October, yet his title was subject to the contract of pledge under which WARD took the cabs, and, in pursuance of that contract, WARD had no option but to return the cabs when the money was paid. In the present case of *Ponsford, Baker, & Co.* v. *Union of London and Smiths Bank* a firm of stockbrokers had deposited shares with the bank as security for a loan of £10,500. Certain of the shares had been sold and the loan reduced to £3,678. The borrowers were declared defaulters on the Stock Exchange, with the result that their assets vested in the official assignee. Subsequently the borrowers tendered to the bank the amount of the balance due on the loan and asked for a return of the securities, but the bank declined to accept the tender or return the securities upon the ground that the vesting of the assets in the official assignee was an act of bankruptcy and that they could not safely deal with the shares. It would, however, be extremely inconvenient if, under such circumstances, the pledgor or mortgagor was unable to obtain a return of the property pledged or charged, and BUCKLEY, J., concurred with the decision of WRIGHT, J., on the same point, and the bank were ordered to deliver the securities upon payment of the amount due to them. The official assignee, it should be noticed, was a plaintiff in the action.

Covenant for Benefit to Lessor as Price of Licence to Assign Lease.

THE CASE of *Waite* v. *Jennings*, decided by the Court of Appeal on the 3rd of May, will be read with much interest by the large class of practitioners who are called upon to consider questions arising out of the transfer of leasehold property. The case was argued on the construction of sections in two Acts of Parliament. By the Conveyancing Act, 1881, s. 2, sub-section (ix), "'rent' includes yearly or other rent . . . and 'fine' includes premium or fore-gift, and any payment, consideration, or benefit in the nature of a fine, premium, or fore-gift." By the Conveyancing Act, 1892, s. 3, it is provided that in all leases containing a covenant, condition, or agreement against assigning, underletting, or parting with the possession, or disposing of the property leased without licence or consent, such covenant, condition, or agreement shall, unless the lease contains an expressed provision to the contrary, be deemed to be subject to a proviso to the effect that no fine or sum of money in the nature of a fine should be payable for or in respect of such licence or consent. The facts in *Waite* v. *Jennings* were that the Burlington Hotel, Brighton, had been leased for a term of years, the lease containing a covenant by the lessee, for himself and his assigns, not to assign the premises without the consent in writing of the lessors, such consent not to be unreasonably or capriciously withheld. The lease contained no provision as to the payment of a fine in respect of a licence to assign. After several assignments of the lease, an application was made by the person in whom the lease-

hold interest was vested for a licence to assign to the defendant, and by an indenture made between the reversioner, the assignee of the lessor (the plaintiff), and the defendant, the plaintiff granted the licence to assign in consideration of a covenant by the defendant that he would at all times during the residue of the term duly pay the rent and perform the covenants of the lessee. The defendant subsequently assigned the lease under this licence, and an action was brought against him on his covenant to recover from him one quarter's rent due but unpaid by the tenant. The majority of the Court of Appeal (VAUGHAN WILLIAMS and STIRLING, L.JJ.) held that the covenant did not make a fine payable within the meaning of section 3 of the Act of 1892, as it was merely a covenant to secure the rent and not a covenant to pay any money over and above the rent reserved. We do not propose to offer any criticism of this decision, which is based upon the proposition that the defendant's covenant gave the plaintiff nothing beyond that to which he was entitled under the lease. But the learned Lord Justices are reported to have said that, even assuming that the covenant provided for the payment of a fine, it might still be enforced, for, assuming that it was entered into without consideration, the Legislature had not made it illegal. If this construction were adopted, it would, as it seems to us, be easy to defeat the operation of section 3 of the Act of 1892, and whether the proposed assignee is or is not a party to the licence, does not appear to us material. What the Legislature intended was, in certain circumstances, to prohibit the taking of the fine, no matter what machinery was devised by the lessor for securing the payment of it.

Defective Count in Indictment.

AT THE RECENT quarter sessions at Bradford a man was charged on an indictment containing a number of counts under the Debtors Act. The fourth count was based on section 11, sub-section 15, of the Act, for disposing of property obtained on credit otherwise than in the ordinary way of trade, but it contained no particulars of the property alleged to have been so obtained, nor of the dates, nor the manner in which it was alleged that the property had been disposed of. Counsel for the defendant took exception to this count, and it was accordingly quashed by the recorder. The trial proceeded on the other counts, with the result that the jury disagreed, and the defendant is to be tried again at the next quarter sessions. The prosecution have now announced their intention of sending up to the grand jury a new indictment, differing from the old one only by the addition of the necessary particulars in the fourth count. There is considerable diversity of opinion among criminal lawyers as to whether this course is legal. There is no doubt that if the jury had found a verdict, one way or the other, the proceedings would have come to an end, and the defendant could not have been obliged to make his defence to a charge based on the facts mentioned in the old fourth count. And it certainly seems hard that the mere fact of the disagreement of the jury should confer on the prosecution a power of amendment which would not otherwise have been permissible. On the other hand, it is argued that if the new indictment is valid in point of form, the only objections open to the defendant would be "*autrefois convict*" or "*autrefois acquit*" (apart, of course, from a defence on the merits), and that in the circumstances neither of these can be set up. We are not aware of any authority on the point, and we speak subject to correction; but in our view the objection of hardship to the defendant is untenable. The reason for quashing the fourth count was that it gave the defendant no chance of preparing his defence to any particular set of facts. It was, so to speak, a charge in the air, and had it not been quashed, the prosecution might conceivably have given evidence of any facts which the wording of the count might cover, without giving the defendant any further information of the accusation brought against him. But had the count originally contained particulars there could have been no hardship in putting the defendant on his trial on a charge which he had all reasonable opportunity to meet. Had amendment been permissible at the first trial, the defendant might reasonably have complained of hardship. But in a new trial, *de novo*, he will have no less opportunity of preparing his defence than he would have had if the indictment had been properly framed at the first trial. His chances of success on the merits are in no conceivable way prejudiced.

Ignorance in England.

LAWYERS WHOSE business takes them into the company of all sorts and conditions of men are accustomed to find that education is not so generally prevalent as it is supposed to be, and some of them would perhaps not share the astonishment of Mr. Justice WALTON at the Northampton Assizes when a witness confessed that he could not "tell time" or read the language of the clock, and that he was mainly guided by his appetite with regard to the advance of time. We have ourselves met with rural labourers who could not state their ages with any precision, and we can fully appreciate the words of KNIGHT-BRUCE, V.C., in *Shields* v. *Boucher* (1 De G. & S. 40), "There are nowadays in this country many men, especially those having servants, who are in habits of daily intercourse with persons whose surnames, if any, they do not know, and as I have read, men who if they have surnames are not themselves aware of them." These facts may lead those who hear the common saying that the people are getting over-educated to feel some doubt on the subject.

Is an Estate Tail Bound by a Covenant to Settle After-acquired Property?

I.

THE late Vice-Chancellor HALL was a great real property lawyer. His fame does not rest on his judgments, which, perhaps owing to their want of literary form, have not received the attention they deserve; but those who had the great privilege of being his pupils know the remarkable accuracy of his opinions given when he was in practice as a barrister. The reason why he seldom went astray was very simple; he always consulted the authorities before he wrote his opinion. It was a rule in his pupil-room that a pupil advising on a case should produce to him an epitome of all the authorities bearing on it. It once happened that a pupil wrote an opinion which was pronounced excellent, but Mr. HALL added, "Where are the authorities?" He was answered, "This case is so clear that I did not consider it necessary to collect them." Mr. HALL was silent for a few minutes, and then said, "I advise you, until you have been in practice for at least fifteen years, never to write an opinion without consulting all the authorities."

Some of our most eminent judges have fallen into error, especially on questions relating to the law of real property, from not having the authorities cited to them. An example will be found in 6 Law Quarterly Review, 230, where the writer points out that Lord ELDON, in delivering his judgment, said: "It is singular that it falls to me to decide this question for the first time," while both the judge and counsel were in blissful ignorance that the question which he decided was abundantly covered by authority.

We cannot help thinking that if the Court of Appeal had had the old authorities before them they would have given a different decision to that in *Re Dunsany* (1906, 1 Ch. 578). In that case the question was whether an estate tail was bound by a covenant in a settlement to settle after-acquired property, and the decision was that it was not bound. Possibly the decision may be correct on the construction of the covenant, though we venture to doubt if this is the case, but the reasons given for the decision are not in accordance with the authorities, including a decision of the House of Lords in *Doe* v. *Woodroffe* (2 H. L. C. 811).

The decision in *Re Dunsany*, following the decision of PEARSON, J., in *Hilbers* v. *Parkinson* (25 Ch. D. 200), was based on the ground that the covenantor could not convey her estate tail; that she was not bound to convey an estate for her own life, and that she was not bound to convey by a conveyance enrolled under the Fines and Recoveries Act. In order to discuss the judgment it will be necessary to consult the early authorities.

Before the Fines and Recoveries Act a tenant in tail in possession of the land could convey it in either of the manners following:

(1) By a common recovery in which he was vouched. This conferred an estate in fee simple on the recoveror.

(2) By a feoffment. This conferred an estate in fee simple on the feoffee, but after the death of the tenant in tail the issue in tail could recover the land by an action called "a formedon": Co. Litt. 326*a*; *Sheffeild* v. *Ratcliffe* (Hob. 334).

(3) By an innocent assurance—that is to say, any assurance other than a feoffment, fine, or recovery, by which the fee simple could pass. An innocent conveyance passed a fee which determined on the death of the tenant in tail without issue, and was determinable by the entry of the issue in tail after the death of the tenant in tail. We propose to discuss the conveyance of this nature at some length hereafter.

(4) By either of the methods (2) or (3) coupled with collateral warranty (explained 6 Law Quarterly Review, 280). In this case the issue in tail was bound by the warranty, and could not recover the land, but on the death of the tenant in tail without issue, a remainderman, or the reversioner, if he was not bound by the warranty, could recover it.

(5) By a fine. This conferred a fee determinable on the death without issue of the tenant in tail.

Recoveries, fines, and the effect of warranty in barring estates tail were put an end to by the Fines and Recoveries Act, and the effect of a feoffment putting the issue in tail, remainderman or reversioner to recover the land from the feoffee by formedon, was abolished by the Real Property Limitation Act, 1833, s. 39, so that none of the methods by which a tenant in tail in possession could formerly convey the land are now effectual except a conveyance by an innocent assurance. It ought perhaps to be remarked that at the present day a feoffment is an innocent assurance.

We propose to discuss the authorities as to the effect of an innocent assurance by a tenant in tail prior to the Fines and Recoveries Act, and then to consider the effect of the Act on such an assurance.

The earliest authority we have been able to find is *Cally* v. *Cally* (24 Ed. 3, 28 B. 142; S. C. Bro. Abr. Dow. 50). Here land was given to a husband and wife in tail; they had two sons, ADAM, the elder, and HUGH, the younger. After the death of the husband, the wife made a lease for years to ADAM, and released to him with warranty. ADAM married, and died in his mother's lifetime; the mother died. HUGH entered, and the wife of ADAM brought a writ of dower, and succeeded. It will be observed that the conveyance by the wife was really a lease and release, and the point of the decision is that she thereby conveyed an estate of inheritance, for unless ADAM took an estate of inheritance his wife could not be endowed; and that is the case, even if we agree with BROOKE in thinking that the warranty was inoperative and that HUGH ought to have succeeded by virtue of his title paramount.

LITTLETON states (s. 613), "If a tenant in tail by his deed grant to another all his estate which he hath in the tenements to him entailed, to have and to hold all his estate to the other, and to his heirs for ever, and deliver to him seisin accordingly; in this case the tenant to whom the alienation was made hath no other estate but for term of the life of tenant in tail. And so it may be well proved that tenant in tail cannot grant nor alien, nor make any rightful estate of freehold to another person, but for term of his own life only."

It is clear that in this section LITTLETON is speaking of an innocent conveyance, notwithstanding that he speaks of livery, as if the tenant in tail had made a feoffment there would have been a discontinuance. This appears from the case of fines (3 Rep., at p. 84*b*), where it is said, "Here the intent of LITTLETON was, not that the grantee had but an estate for life, and that his estate should be absolutely determined by the death of the tenant in tail; but that it was not a discontinuance, nor had the grantee any durable or fixed estate but for the life of the tenant in tail, but that the issue after his death might at his pleasure determine it; and if the grantee in such case shall have but an estate for life of tenant in tail, then the wife of such grantee shall not be endowed, against which it is adjudged in 24 Ed. 3, 28 B. 142, (the reference is to *Cally* v. *Cally*, *supra*).

In *Edward Seymor's case* (10 Rep. 95*b*) a tenant in tail conveyed, by bargain and sale enrolled, to H. and his heirs. It was decided "that by the bargain and sale the bargainee had an estate determinable upon the death of the tenant in tail . . . and that the wife of such bargainee shall be endowed." According to the reasoning in the case of Fines (*supra*), the fact that the wife of the bargainee might become entitled to dower shews conclusively that the words determinable (not determined) upon the death of the tenant in tail mean, not that the estate of the bargainee determines on the death of the tenant in tail, but that it may be determined by the entry of the issue in tail.

The question as to the effect of an innocent conveyance by a tenant in tail was discussed in *Walsingham's case* (Plow. 547), where in argument it was said, at p. 557: "If at this day tenant in tail by indenture enrolled bargains and sells the land to another and his heirs, the bargainee has a fee in the land as he had in the use . . . but that is only a base fee." The decision in this case did not turn on the effect of an innocent conveyance.

The leading case as to the effect of an innocent conveyance to a man and his heirs by a tenant in tail in possession is *Machil* v. *Clerk* (Holt. 615; 1 Com. 119; 2 Salk. 619; 7 Mod. 18; 11 Mod. 19; 2 Lord Raym. 778). This was a writ of error from the Common Pleas. The judgment of the whole court was delivered by HOLT, C.J. He said: "If tenant in tail by covenant to stand seised, or by lease and release, or bargain and sale, conveys to another and his heirs, he has a base fee, not determined by the death of tenant in tail, but continuing in the covenantee or releasee, &c., till the issue in tail make an actual entry; for before the Statute de Donis the tenant in tail had an estate of inheritance in him, which was called a conditional fee simple; and that statute does not alter the nature of the estate so as to make it not an inheritance, but only fixes it that there shall be no alienation to disinherit the issue in tail, yet so as a base fee may be made of it, for which see the first Institute; and therefore, as he might before the statute, so he may do since, for the statute only makes it voidable. The tenant in tail has the whole estate, and why should not he by bargain and sale, lease and release, or covenant to stand seised, be able to divest himself of the whole and put it in the bargainee? For the power of disposing is an incident inseparable to his estate."

In *Goodright* v. *Mead* (3 Burr. 1703) each of the judges, WILMOT, J., Lord MANSFIELD, C.J., YATES, J., and ASTON, J., were of opinion that a release or a bargain and sale by a tenant in tail gives a base fee voidable by the issue in tail.

In *Doe* v. *Rivers* (7 T. R. 276) a woman, tenant in tail, by lease and release previous to her marriage, conveyed to trustees to the use of herself till the marriage, and after the marriage to the use of the husband for life, remainder to the use of herself for life, and remainder to the first and other sons of the marriage in tail, with remainders over. It was decided that the conveyance passed a base fee voidable by the issue in tail by entry, and accordingly, after the death of the woman, her eldest son recovered the land in ejectment against the assignees of the husband, on the ground that the husband's life interest under the settlement was avoided by the entry of the tenant in tail, and that he could not take as tenant by the curtesy because the wife was never seised of an estate tail during the coverture.

In *Doe* v. *Whichelo* (8 T. R. 211) KENYON, C.J., says "that the conveyance [by lease and release] by a tenant in tail created a base fee."

Finally in *Doe* v. *Woodroffe* (10 M. & W. 608; 15 M. & W. 769; 2 H. L. C. 811) it was decided by the House of Lords, in accordance with the unanimous opinion of ALDERSON B., and PATTESON, COLERIDGE, MAULE, CRESSWELL, ERLE, and WILLIAMS, JJ., and in conformity with the decision of the Exchequer Chamber, that an innocent conveyance created an estate of inheritance or a base fee determinable by the entry of the tenant in tail.

Mr. BUTLER, in his note Co. Litt. 331 on Litt. s. 613, says: "The expression in the text that tenant in tail cannot grant or alien or make any rightful estate of freehold to another person, but for the term of his own life, is not to be understood literally, that the grantee has but an estate for life, and that his estate is *ipso facto* determined by the death of the tenant in tail: all that is meant by it is, that his estate is certain and indefeasible, no longer than the life of the tenant in tail; for, upon the death of the tenant in tail, it is defeasible by the issue, either by action or by entry or claim on the land, at his election. Still it has a continuance till it is so defeated by the issue." The note contains much more to the same effect, and points out that this

was observed by HOLT, C.J., in *Machell* v. *Clarke* (*ubi sup.*), and by HOBART, C.J., in *Sheffeild* v. *Ratcliffe* (Hob. 338, 339). The learned PRESTON says (Preston on Abstracts, p. 363) that the statement by LITTLETON (in section 613) "is one of the very few errors to be found in that book, which deservedly acquired so high a degree of reputation. This error was adopted and followed in the case of *Took* v. *Glascock* (1 Wms. Saund. 253)."

The effect of the Fines and Recoveries Act is to render any conveyance (other than a will) made by a tenant in tail, in some cases with the consent of the protector, capable of passing the fee simple of the land entailed as against the issue in tail and all persons entitled in remainder or reversion after the estate tail, if it be enrolled under the Act. If a tenant in tail makes a voidable conveyance (*i.e.*, a conveyance not enrolled under the Act) for value, and afterwards disposes of the land under the Act, the voidable conveyance is in certain cases to be wholly or partially confirmed.

To sum up, at the present day a tenant in tail in possession can by deed convey the land to a grantee and his heirs. Such a conveyance creates a base fee which *ipso facto* determines on the failure of the heirs in tail, and may be determined by the entry of a person who would have been tenant in tail in possession if the base fee had not been created; but if the deed is enrolled pursuant to the Fines and Recoveries Act, the grantee acquires a fee simple absolute. It should be observed that the deed may be enrolled by either the grantor or grantee (Dart, 708; Carson R. P. Statutes 295). H. W. E.

(*To be continued.*)

The Liability of a Landlord for Injury through Non-repair.

THE affirmation by the House of Lords (*Times*, 23rd inst.) of the decision of the Court of Appeal in *Cavalier* v. *Pope* (54 W. R. 68; 1905, 2 K. B. 757) places an important limitation upon the liability of a landlord for injury to persons, other than the tenant, due to non-repair of premises in cases where he is under an obligation to repair. It appears to be settled that the landlord is liable for an injury caused to a member of the public who is passing the premises, but he is not liable if the injury is caused to a person who is using the premises, whether a member of the tenant's family or any other person. And the liability to members of the public arises also where the landlord lets premises in a ruinous condition and does not impose an obligation to repair upon the tenant. The former liability was established by *Payne* v. *Rogers* (2 H. Bl. 349), where the plaintiff, in passing premises, had been injured by slipping through an improperly protected hole in the pavement into the vault below. It was contended that the liability, as regards the plaintiff, was on the tenant only, with a possible remedy over for the tenant against the landlord. But the court declined to encourage such circuity of action. "I agree," said BULLER, J., "that the tenant as occupier is primarily liable to the public, whatever private agreement there may be between him and the landlord. But if he can shew that the landlord is to repair, the landlord is liable for neglect to repair." And although the landlord has not undertaken any liability to repair, yet he is similarly liable if he lets the premises in a dangerous condition—*Reg.* v. *Pedley* (1 A. & E. 822), *Todd* v. *Flight* (9 C. B. N. S. 377)—though he ceases to be liable if he places the tenant under an obligation to repair: *Pretty* v. *Bickmore* (L. R. 8 C. P. 401), *Gwinnell* v. *Eamer* (L. R. 10 C. P. 658). In *Nelson* v. *Liverpool Brewery Co.* (2 C. P. D., p. 313) these two cases of the landlord's liability were stated as follows: "There are only two ways in which landlords or owners can be made liable in the case of an injury to a stranger by the defective repair of premises let to a tenant, the occupier and the occupier alone being *primâ facie* liable: First, in the case of a contract by a landlord to do repairs, where the tenant can sue him for not repairing; secondly, in the case of a misfeasance by the landlord, as, for instance, where he lets premises in a ruinous condition. In either of these cases we think an action would lie against the owner."

In order to render the landlord liable, it appears to be further necessary that he should either know or have means of knowing of the defect, and upon this ground the landlord was held to be exempt in *Broggi* v. *Robins* (15 Times L. R. 224) and *Tredway* v. *Mechin* (53 W. R. 137). "The tenant," said COLLINS, M.R., in the latter case, "is the occupier of the house, and the landlord has no access to the house for the purpose, unless he stipulates for it, of examining its condition to see whether repairs are necessary. On the other hand, the tenant is the occupier and the tenant is the person who has the means of knowing, and is the person most interested in knowing, what the condition of the premises is, and, therefore, it has been held that a naked undertaking on the part of the landlord to keep the premises in repair is not broken if they are out of repair, unless the tenant has given him notice of the fact." And upon this ground it was held in both the above cases that the landlord was not liable to a member of the tenant's family. In *Broggi* v. *Robins* the plaintiff, who was an infant child of a weekly tenant, was injured in consequence of the defective state of a floor, but it was held by the Court of Appeal that the landlord had no notice of the defect, and consequently was not liable; and the result was the same in *Tredway* v. *Mechin*, where the plaintiff, who was the wife of the tenant, had been injured through the falling of a balcony. "There was neither knowledge nor means of knowledge in the landlord," said MATHEW, L.J., "of the defect which led to the accident occurring," and, with regret, he agreed that the verdict and judgment which had been given at the trial before GRANTHAM, J., for the plaintiff should be reversed.

It now appears, however, that in each of the two cases just mentioned the plaintiff must also have failed upon the ground that the injury was caused, not to a stranger outside the premises, but to a person using the premises. "A landlord," said ERLE, C.J., in *Robbins* v. *Jones* (15 C. B. N. S., p. 240), "who lets a house in a dangerous state, is not liable to the tenant's customers or guests for accidents happening during the term; for, fraud apart, there is no law against letting a tumble-down house." And upon this ground it was held that the landlord was not liable in *Lane* v. *Cox* (45 W. R. 261; 1897, 1 Q. B. 415). There the defendant was the owner of a house which he let to a weekly tenant. There was no agreement to repair by either landlord or tenant. The plaintiff was a workman who came upon the premises at the request of the tenant for the purpose of moving some furniture. While so employed he was injured in consequence of the defective state of the staircase. There was evidence that, at the time the house was let, the staircase was in an unsafe condition. It was held that the landlord was under no duty towards the plaintiff, and that, assuming negligence on the part of the landlord, the plaintiff was not in a position to sue for it. The persons who could sue were limited to those who were using the adjoining highway, and the owners or occupiers of adjoining property. "If," said Lord ESHER, M.R., "a person has a house near a highway, a duty is imposed upon him towards persons using the highway; and similarly there is a duty to an adjoining owner or occupier; and if by the negligent management of his house he causes injury, in either of these cases he is liable.

In *Lane* v. *Cox* (*suprà*) the landlord was under no contractual liability to repair, and the judgment of LOPES, L.J., in that case suggests that if he had been under such liability the plaintiff might have had a remedy. "A landlord," he said, "who lets a house in a dangerous or unsafe state incurs no liability to his tenant, or to the customers or guests of the tenant, for any accident which may happen to them during the term, unless he has contracted to keep the house in repair." In *Broggi* v. *Robins* (*suprà*) the point was raised in the judgment of the Court of Appeal whether the position of an inmate other than the tenant would be improved by the fact of there being a contract by the landlord with the tenant to repair, but it was not necessary to decide it. In fact, however, as the present case of *Cavalier* v. *Pope* shews, the contractual relation exists only between the landlord and the tenant, and a member of the tenant's family or other person using the premises cannot take advantage of it. As regards them the landlord's liability is in tort only, and he is only liable for negligence to repair if he is

under a duty to them to use care. But such a duty was denied in *Lane* v. *Cox* and has been denied again in *Cavalier* v. *Pope*.

In this case the plaintiffs were a weekly tenant of premises and his wife, and the defendant was the landlord. After the plaintiffs had gone to reside in the house they repeatedly called the attention of the defendant's agent to the defective state of the kitchen floor, and finally threatened to quit the premises. The agent thereupon promised that the necessary repairs would be executed if the husband would stay on as tenant. The husband stayed on, but the repairs were not done, and some months later the wife met with an accident owing to the chair on which she was standing going through the floor in the kitchen. Both husband and wife claimed in the action damages for breach of contract resulting in expense to the husband and personal injury to the wife. At the trial a verdict was given for £25 for the husband and £75 for the wife, and PHILLIMORE, J., entered judgment for both amounts, though as to the wife this was based upon the defendant's liability in tort, since he was not liable to her in contract. The Court of Appeal agreed that there was no liability to the wife in contract, and the majority (COLLINS, M.R., and ROMER, L.J.) disallowed also the liability in tort. COLLINS, M.R, pointed out that this liability had been so limited in *Lane* v. *Cox* (*suprà*) as to exclude inmates of the house from relying upon it, and ROMER, L.J., observed that the landlord could not be made liable upon the ground that he had invited the wife to come upon the premises. "The wife could not be said to remain in occupancy of the house on the footing that as between her and the landlord the repairs were to be taken as effected, or on the footing that she was an unsuspecting person invited by the landlord to come upon or remain in dangerous premises. If any invitation to her can be implied at all, it must be an invitation by the husband which she accepted knowing all the facts." MATHEW, L.J., agreed that the wife had no remedy on the contract or on the landlord's negligence, but he found a remedy for her in the agent's promise that the defect should be repaired. The circumstances shewed, in the learned judge's opinion, that the promise was not intended to be made good, and there was consequently a misrepresentation for which the defendant was liable in damages.

This attempt, however, to support the defendant's liability upon the ground of fraud has met with no favour in the House of Lords, and the decision of the majority of the Court of Appeal has been affirmed. Lord MACNAGHTEN adopted the principle quoted above from *Robbins* v. *Jones*, pointing out at the same time that the wife was in a less favourable position than a customer or a guest. "She had the advantage or disadvantage of knowing more about the state of the house than any guest or customer could have known." An attempt appears to have been made in argument to shew that the landlord, by reason of his agreement to repair, was to be taken to have been in constructive possession of the premises, or at any rate to have control of them, and therefore to be liable for their condition. But such constructive possession or control could hardly be maintained in face of the actual occupation by the tenant, and both Lord JAMES and Lord ATKINSON pointed out that the argument was unsound. The effect of the decision is to affirm the law as established by the cases referred to above, though it is unfortunate that the House of Lords did not find it possible to take a more extended view of the landlord's liability. Practically the tenant and his family are left in a position of great danger and inconvenience when the landlord omits to remedy defects for which he is liable and to which his attention has been called. The remedy may be for the tenant and his family to leave the premises, but —to quote from the judgment of MATHEW, L.J.—"as the landlords of such property well know, it is not very easy for humble people to change their residence." In fact the limitation of the landlord's liability as defined in *Robbins* v. *Jones* and *Lane* v. *Cox* (*suprà*) seems to be purely arbitrary. The landlord is under a duty to persons outside the premises who are injured by the non-repair, why should he not be equally under a duty to persons inside, who require the same, and, indeed, greater protection? To this question the decision of the House of Lords affords no satisfactory answer.

Mr. Justice Channell is reported to be rapidly progressing towards complete recovery from his recent attack of pneumonia.

Review.

Registration of Title.

A TREATISE ON THE LAW RELATING TO OWNERSHIP AND INCUMBRANCE OF REGISTERED LAND AND INTERESTS THEREIN; TOGETHER WITH THE LAND TRANSFER ACTS, 1875 AND 1897, AND LAND TRANSFER RULES, 1903. ARRANGED IN A CONSOLIDATED FORM. By JAMES EDWARD HOGG, Barrister-at-Law. William Clowes & Sons (Limited).

The preamble to the Land Transfer Act, 1875, recites that "it is expedient to make further provision for the simplification of the title to land, and for facilitating the transfer of land." Mr. Hogg, who is already known as an authority on registration of title by his book on The Australian Torrens System, observes at the commencement of the present work that "according to the interpretation placed upon the Acts and rules by a large body of professional opinion, some leading writers, and even the Court of Appeal, the title to land and its transfer will not be simplified and facilitated by the land being registered, but, on the contrary, conveyancing transactions will be more troublesome and costly than in the case of unregistered land." Readers of Mr. Hogg's very able examination of the system of registration established under the Land Transfer Acts will probably find that this divergence between the intention of the Legislature and the practical result is not overstated. It is not, of course, his purpose to enlarge on the difficulties of registration, but in carrying out the scheme of his work it is inevitable that the complexities of the system should occupy a prominent place. That scheme, as stated in the preface, is "to state the objects, scope, general methods, and difficulties of the new system in a somewhat fuller and more convenient manner than has yet been done," and also "to supplement other works by endeavouring to explain the origin of and reasons for the principal features of the Land Transfer Acts, 1875 and 1897, and by offering solutions of some of the greatest difficulties in the new system."

The carrying out of this design has led Mr. Hogg to subject the details of registration of title and of the rights and interests which arise under it to an exhaustive and subtle analysis, and the distinctions which he draws between rights arising under the register and the estates, legal and equitable, which may still exist off the register throw into strong prominence the complications for which the new system is responsible. The way for this analysis has been prepared by the judgment of Cozens-Hardy, L.J., in *Capital and Counties Bank* v. *Rhodes* (51 W. R. 470; 1903, 1 Ch. 655), but it is followed out with what we may call pitiless exactitude by Mr. Hogg in his chapter on "Estates, Interests, and Rights in Registered Land." This is written with full appreciation of recent cases in which existing estates, legal and equitable, have been subjected to judicial discussion. In particular we may notice Mr. Hogg's allusions to *Re Nisbet and Potts' Contract* (53 W. R. 297; 1905, 1 Ch. 391), as shewing the increased efficacy now accorded to equitable interests in land. But when he comes to inquire into the nature of the registered estate, and to assign it its proper position in relation to existing estates, he has a task of no slight difficulty. It has, he points out, analogies to both the legal and the equitable estate, and he compares it successively to an overriding power of appointment, to the interest conferred by a title by long possession, and to the interest of a person entitled to specific performance under the Judicature Acts. These, however, are only analogies. The registered estate is a new statutory creation, and Mr. Hogg observes that it differs from ordinary estates in land (1) in that it is one and indivisible; the registered estate cannot be broken up, or decomposed, into the legal and equitable estate; and (2) in that it carries a warranty; the title to the registered estate is, in varying degrees, warranted by the mere fact of registration. Mr. Hogg examines with equal thoroughness the nature of a registered charge on land. We are only at the beginning of the numerous questions which must inevitably arise in adjusting registration of title—if it is to be permanent—to existing rights, and Mr. Hogg's book shews that these questions will be full of difficulty. At the same time the research and consideration which he has given to the subject will make the work an invaluable aid to the practitioner who has to find practical solutions for the problems which registration of title provides.

Books of the Week.

Building Cases: being a Digest of Reported Decisions affecting Architects, Surveyors, Builders, and Building Owners. By F. ST. JOHN MORROW, LL.D. (Dub.), Barrister-at-Law. Butterworth & Co.

Trial of Eugene Marie Chantrelle. Edited by A. DUNCAN SMITH, F.S.A. (Scot.), Advocate. Sweet & Maxwell (Limited).

A Guide to Criminal Law and Procedure: Intended for the Use of Students for the Bar Final and for the Solicitors' Final Examinations. By CHARLES THWAITES, Solicitor. Seventh Edition. Geo. Barber, Furnival Press.

A Handy Dictionary of Registration Terms, with Amplified Meanings and Case References, Interleaved with Blank Sheets for Notes. By DOMINICK DALY, Esq., Revising Barrister. Billing & Sons (Limited).

Correspondence.

The Public Trustee Bill.

[*To the Editor of the Solicitors' Journal.*]

Sir,—You say in your issue of Saturday last that it may be taken that this Bill will speedily become law. Why should it, if it is properly opposed? Last year's Bill was vigorously attacked in Committee, and was lost in consequence, and I venture to say that, if the same course is adopted in reference to the present measure, it will meet with the same fate.

Having regard to the fact that we were told by the President of the Law Society, at the society's meeting on the 27th of April last, that the Council were bound to strenuously oppose the Bill, it is surely not too much to ask that this promise may be made good and the Bill fought step by step in Committee, if for no other reason, to atone for the feeble show of opposition in the debate on the Second Reading. The Government whip was then obviously most apprehensive that the Bill would be talked out (as it easily could have been).

If the measure becomes law, not only will the most irritating and expensive officialism be created, but the provisions of the Bill will no doubt after a time be made compulsory, and serious injury inflicted upon our profession.

A half-hearted opposition in the case of the Land Transfer Bill brought nothing but disaster. Are we to have the same result in this case? The Bill can be easily defeated if properly opposed, having regard to the state of business and the position of other Government measures.

GRAY'S-INN.

Charge for Preparing and Completing Transfers of Shares or Debentures on Division in Specie.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I believe most solicitors when selling shares or securities halve the brokers' commission, but make no other charge against their clients. But I should like the opinion of your readers as to the proper charge for a solicitor to make—

(1) For preparing and completing transfers, on a division amongst the beneficiaries, in cases where they prefer to take the shares, &c., in specie instead of having them sold and taking the money.

(2) It often happens that there are shares or debentures in local companies not quoted on the Exchange. Local brokers in the country do not divide commission. How should the solicitor charge for employing the broker preparing transfer? Or,

(3) If the solicitor himself hunts about for purchasers and gets them, how should he charge? To charge for letters and attendances would often be far too high.

In both cases (1), (2), and (3) I charge what I think a broker would have charged for selling. But in No. 1 there is much less work than in No. 3. I should much like to know what is the usual practice.

H.

Return of Fees by Persons Appointed to Judicial Offices.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is it a fact that when counsel is promoted to the bench, he is, by the etiquette of the bar, permitted to retain fees paid to him in connection with briefs delivered before his preferment has been made, and although he is obliged to return such briefs?

Surely such a custom is not countenanced by the honourable profession of the bar?

I have been informed on very good authority that it is, but I am extremely loath to believe it. The very proposition is a shock to common honesty.

It is only fair to add that the question has not arisen in connection with any recent promotion.

H. H. STOCKDALE ROSS.

Worthing, June 14.

It is stated that Mr. Arthur Price, solicitor, of the Manor House, Rickmansworth, died from injuries received in falling from a Great Central train near Northwood.

Points to be Noted.

Company Law.

Debenture versus Execution—Garnishee Order.—Debenture-holders have for some time past been having it all their own way in the courts, which are now quite knowing in the laws relating to debentures. In a recent case G. recovered judgment against T., to whom six months afterwards a limited company became indebted. G. obtained a garnishee order *nisi* against the company attaching the debt. This and the order absolute were both served on the company, which the very next day borrowed money from W. (who knew of the garnishee order absolute and that execution on it was about to follow) and gave him a debenture for the amount charged on all the company's assets. The garnishor shortly afterwards issued a *fi. fa.* against the company's goods, which were accordingly seized by the sheriff. W. thereupon appointed a receiver under his debenture powers and claimed the goods seized, and it was held that his title was better than that of the garnishor. If the company had paid the garnishor's debt before the receiver was appointed, probably the debenture-holder could not have interfered.—GEISSE *v.* TAYLOR (Div. Court, June 27, 1905) (1905, 2 K. B. 658).

Debentures—"Ordinary Course of Business."—A floating charge, as is well known, does not prevent a company from dealing with its assets in the ordinary course of business. Section 14 of the Companies Act, 1900, requires registration of "a mortgage or charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale." It seems that a letter of lien on goods, given by traders to a bank in respect of cheques drawn against goods purchased, is a document used in the ordinary course of business, and is not affected by the Bills of Sale Acts. Although the traders in this particular case were not a limited company, the point decided may be borne in mind by company lawyers.—RE HAMILTON, YOUNG, & Co. (C.A., Aug. 11, 1905) (1905, 2 K. B. 772).

Shareholder—Proxy.—Articles of association provided that votes might be given by proxy, that "every instrument appointing a proxy may be in the following form or as nearly therein as may be" (the form given was one appointing "—— of ——" as my proxy, &c.); that "no person shall be appointed or have authority to act as a proxy who is not a shareholder in the company." A shareholder executed a long document not at all in the above form, but appointing A., B., C., D., and E., "and all persons who at any time during the continuance of this power of attorney may be partners" in a certain firm, "and in the absence from Bombay of all the said persons then the persons or person for the time being and managing the said business jointly and each of them severally," as attorneys, and also "to be my proxy to vote for me," &c. M. was not actually named in the document, nor was he, when the proxy was signed either a member of the firm or a shareholder in the company. At the time when a meeting was held at which he voted as proxy he had become a managing partner of the firm and a shareholder of the company. The Judicial Committee of the Privy Council, with its usual breadth of view in matters of company law, held (1) that M. was sufficiently "named" in the document "for all business purposes," which was all the articles required, and (2) that it was sufficient that W. was qualified when he he acted as proxy.—BOMBAY-BURMAH TRADING CORPORATION *v.* DORABJI CURSETJI SHROFF (Privy Council, Dec. 19, 1904) (1905, A. C. 213).

Sir William Wightman, says the late Mr. Witt, K.C., in "Life in the Law," held office in the old Court of Queen's Bench far beyond the prescribed time, and at last, on the eve of the Long Vacation, he took a sort of farewell of his brother judges. However, when "the morrow of All Souls'" came round he turned up smiling at Westminster Hall. "Why, brother Wightman," said Sir Alexander Cockburn, "you told us that you intended to send in your resignation to the Lord Chancellor before the end of August." "So I did," said Sir William, "but when I went home and told my wife, she said, 'Why, William, what on earth do you think that we can do with you messing about the house all day?' So you see I was obliged to come down to court again."

Wednesday, the 20th of June, being the grand day of Trinity Term at Gray's-inn, the treasurer (Mr. William Tyndall Barnard, K.C.) and the masters of the bench entertained at dinner the following guests: The Right Hon. the Lord High Chancellor, the Right Hon. Lord Barnard, the Hon. Mr. Justice Darling, the Hon. Mr. Justice Bucknill, the Hon. Mr. Justice Bargrave Deane, Sir William Broadbent, Bart., K.C.V.O., Sir Alexander Kennedy, F.R.S., Mr. C. M. Warmington, K.C., Mr. English Harrison, K.C., and Mr. C. F. Gill, K.C. The benchers present, in addition to the treasurer, were: Lord Ashbourne, Mr. Henry Griffith, Sir Arthur Collins, K.C., Mr. Arthur Beetham, Mr. John Rose, Mr. Mulligan, K.C., Mr. Mattinson, K.C., Mr. Lewis Coward, K.C., Mr. C. A. Russell, K.C., Mr. Montague Lush, K.C., Mr. Manisty, K.C., Mr. Edward Clayton, Mr. A. E. Gill, with the preacher, the Rev. R. J. Fletcher, M.A.

Cases of the Week.

House of Lords.

CAVALIER *v.* POPE. 22nd June.

LANDLORD AND TENANT—NOTICE TO LANDLORD OF DEFECTIVE STATE OF REPAIR—AGREEMENT TO REPAIR BY LANDLORD—INJURY TO TENANT'S WIFE—REMEDY OF TENANT AND OF WIFE.

Appeal from an order of the Court of Appeal (Collins, M.R, and Romer and Mathew, L.JJ.) (54 W. R. 68; 1905, 2 K. B. 757), setting aside so much of a judgment of Phillimore, J., as had given damages to the appellant's wife. The respondent let an unfurnished house to the appellant at a monthly rent, the terms not being in writing, and there was no finding that anything was then said about repairs. Some time after, but before the accident to the appellant's wife, the respondent's agent, as the jury found, agreed with the appellant's wife, acting as agent for her husband, to repair the kitchen floor, which was in a defective condition. Some months after the wife was injured owing to the bad state of repair, and this action was brought for damages by both husband and wife. The jury assessed damages at £25 for the husband and £75 for the wife, and judgment was entered accordingly. The present respondent appealed in respect of the sum awarded to the wife, and the Court of Appeal held that the wife had no cause of action, either on the contract, to which she was no party, or in tort, as the landlord owed no duty to her so as to make him liable.

THE HOUSE (Lords LOREBURN, C., MACNAGHTEN, JAMES, ROBERTSON, and ATKINSON) upheld this view.

Lord LOREBURN, C., said: I can find no right of action in the wife of the tenant against the landlord, either for letting these premises in a dangerous state or for failing to repair according to his promise. The other learned and noble lords concurring, the appeal was accordingly dismissed.—COUNSEL, *E. F. Lever* and *A. M. Wilshire; Lush*, K.C., and *C. W. Lilley*. SOLICITORS, *John Davis; R. Chapman*.

[Reported by C. H. GRAFTON, Esq., Barrister-at-Law.]

Court of Appeal.

SMITH *v.* LICENSING JUSTICES OF PORTSMOUTH. No. 1. 21st June.

LICENSING LAW—RENEWAL OF LICENCE—CONDITIONS—"ALTERATION" IN THE LICENSED PREMISES—ORDER TO KEEP AN ENTRANCE DOOR LOCKED—LICENSING ACT, 1902 (2 ED. 7, c. 28), s. 11.

Appeal from the judgment of the Divisional Court (Lord Alverstone, C.J., and Ridley and Darling, JJ.) on a case stated by the Recorder of Portsmouth. The appellant Smith was the holder of a full licence at the Naval Hotel, Portsmouth, and in accordance with a notice served on him, in applying for a renewal, he deposited with the clerk to the justices a plan of his premises, and the justices at the annual licensing meeting, purporting to act under section 11 (4) of the Licensing Act, 1902, ordered that with a view to confining the sale or consumption of intoxicating liquors to the Wickham-street entrance the entrance door in Havant-street should be nailed up, and the entrance door to the public bar in the same street should be kept locked and not used except for domestic purposes or for delivering intoxicating liquor or other goods when necessary, or for the private use of the licensee or his household or *bonâ fide* lodgers. The plan shewed that the premises had bars and bottle and jug departments in two distinct parallel streets—Wickham-street and Havant-street. Internally the premises were 136 feet long and did not exceed 14ft. 3in. in width at the part occupied by the door. The recorder quashed the order on the ground that section 11 (4) only gave the justices power to order structural alterations, and that while the part of the order as to nailing up one door might be within the section, the rest of the order was not, and that the latter part of the order was *ultrâ vires*. He, however, quashed the whole order, as in his opinion the first part by itself was unnecessary and useless. Apart from this, he thought that the order was reasonable. No question was raised on the appeal as to the order to nail up the door. The Divisional Court were of opinion that the licensing justices had jurisdiction to make the order to keep the entrance door to the public bar locked, and they allowed the appeal. The appellants appealed to the Court of Appeal. On behalf of the appellants it was contended that the only power of the justices was to order structural alterations, and that this was not a structural alteration. On behalf of the respondents it was contended (1) that the order to lock the door was a structural alteration within the meaning of section 11, sub-section 4, of the Licensing Act, 1902; and (2) that the power of the licensing justices to make an order was not confined to structural alterations.

THE COURT (COLLINS, M.R., COZENS-HARDY, L.J., and Sir GORELL BARNES, P.) allowed the appeal.

COLLINS, M.R., said that the question was not whether the licensing justices ought to have the power contended for, but whether they had that power. That depended upon the construction of section 11 of the Licensing Act, 1902, and especially of sub-section 4 of that section. Sub-section 2 spoke of "any alteration in any licensed premises." Those words seemed to refer to some physical alteration in the premises. Sub-section 2 also spoke of "plans of the proposed alterations." That shewed that the alteration must be one which was capable of being shewn upon a plan. How was it possible to shew on a plan the hours during which or the purposes for which a door was to remain closed? Then by sub-section 4 the licensing justices on renewing a licence "may by order direct that, within a time fixed by the order such alterations as they think reasonably necessary to secure the proper conduct of the business shall be made in that part of the premises where intoxicating liquor is sold or consumed." In his opinion all that referred to structural alterations, and when the expression "structural alteration" occurred subsequently it did not deal with a new kind of alteration, but merely referred to the alterations previously spoken of. In *Bushell* v. *Hammond* (52 W. R. 453; 1904, 2 K. B. 563) it was assumed that the alteration was a structural one, and no question was raised upon that point. In his opinion the decision of the recorder was right.

COZENS-HARDY, L.J., and Sir GORELL BARNES, P., concurred.—COUNSEL, *Pickford*, K.C., *S. H. Emanuel*, and *H. Brodrick; Horace Avory*, K.C., and *C. Tyrrell Giles*. SOLICITORS, *Speechly, Mumford, & Co.*, for *Lamport, Bassitt, & Hiscock*, Southampton; *Hickson & Moir*, for *F. G. Allen*, Portsmouth.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

***Re* BOURNE. BOURNE *v.* BOURNE.** No. 2. 19th June.

PARTNERSHIP—LIEN OF PARTNER'S EXECUTORS ON THE ASSETS OF THE PARTNERSHIP—DEPOSIT OF DEEDS BY SURVIVING PARTNER—PRIORITIES—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), s. 39.

This was an appeal from a decision of Farwell, J. (reported 54 W. R. 154; 1906, 1 Ch. 113). On the 1st of July, 1873, articles of partnership were entered into between W. T. Bourne and Geo. Grove. Geo. Grove died on the 9th of May, 1901. A deposit of deeds was made on the 7th of February, 1902, in favour of Messrs. Berwick & Co., bankers, accompanied by a memorandum of deposit signed by the testator W. T. Bourne in the name of "Bourne & Grove." The memorandum related to certain hereditaments which formed part of the assets of the partnership of "Bourne & Grove." W. T. Bourne died on the 3rd of September, 1902. His estate was insolvent. The overdraft at the bank was then about £4,500. An action was commenced against Bourne's executors to administer his estate. By an order dated December, 1903, it was ordered that the executors of Geo. Grove be at liberty to prove for £3,000 against the estate of W. T. Bourne and have a lien for the amount of such debt and costs on the assets of the partnership. After the death of W. T. Bourne the business was carried on as a going concern by a receiver appointed in the action, and was sold under an order of the 6th of April, 1903, for a lump sum, and the proceeds of sale were paid into court and invested in Consols. The property, subject to the memorandum of deposit, was represented by a a sum of about £5,300, being part of such proceeds of sale, and was therefore insufficient to pay both the bankers and Geo. Grove's executors in full. On the action coming on for further consideration, Farwell, J., decided that the bank were entitled to priority in respect of the £5,300. Geo. Grove's executors appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MOULTON, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—It is admitted by counsel for the appellants that when there is a partnership between two parties, and one of them dies, the surviving partner has not only the right but the duty to realize the partnership assets. But it is said that, though this is true as regards such personal assets as are personal property, it is not true in respect of realty. Now in the first place no authority has been produced in support of this proposition, and in the second place, so far as principle is concerned, it is obvious that the principle is wide enough to cover both realty and personalty. The truth is that between the surviving partner and the representatives of the deceased partner there is an overriding duty to wind up the partnership and to do all such acts as are necessary for the winding up, and if it is necessary for the purposes of the winding up he may borrow money and raise such money on the security of the assets of the partnership, whether such assets are real or personal estate. It has further been decided that an equitable mortgage by a surviving partner to answer a partnership debt is valid: *Re Clough* (34 W. R. 96, 31 Ch. D. 324). In these circumstances I think this part of the argument fails. Then it was said that by the application of the principles which are the foundation of the rule in *Clayton's case* (1 Mer. 572), this debt must be taken to have been paid, and therefore the bank cannot rely on this mortgage, because they must be taken to have known that, the debt having been paid, the surviving partner had no right to pledge the partnership assets. The answer to this is, that so far as the bank were concerned this was an ordinary winding up of a partnership, and both the payments in and payments out must be taken to have been made on behalf of the winding up. The appeal must be dismissed.

ROMER and MOULTON, L.JJ., delivered judgments to the same effect.—COUNSEL, *Eve*, K.C., and *Wheeler; Butcher*, K.C., and *Martelli; Stamp*. SOLICITORS, *Badham & Cumins*, for *Brookers & Badham*, Pershore; *Maples, Teesdale, & Co.*, for *Lord & Parker*, Worcester; *P. W. Chandler*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***Re* SAUL MOSS & SONS (LIM.).** Buckley, J. 26th June.

COMPANY—WINDING-UP—PETITION—ADVERTISEMENT—FOOT-NOTE—MISTAKE IN DATE FOR SERVICE OF NOTICE OF INTENTION TO APPEAR—WINDING-UP RULES, 1903, RR. 27 (3), 33, 200.

On the 8th of June, 1906, the above company presented a petition for an order winding up itself. The 26th of June was appointed as the day of hearing. The advertisement of the petition appeared in the *London Gazette* of the 15th of June, and in another London paper of the 16th of June. The notes at the foot of these advertisements (placed there in compliance with rule 27 (3) of the Winding-up Rules, 1903) stated that notices of intention to appear on the hearing of the petition must be

served not later than 6 p.m. on the 18th of June. This date should have been the 25th of June, and was inserted in error. Some persons subsequently to the 18th of June had given notice of their intention to appear. It was submitted that no substantial injustice had been caused by the defect or irregularity, and that consequently under rule 200 of the Winding-up Rules, 1903, the proceedings ought not to be invalidated, and *Re Broad's Patent Night Light Co.* (1892, W. N., p. 5), decided upon the corresponding rules of 1890 and 1891, was cited as a case where a similar defect had been passed over.

BUCKLEY, J., upon the authority of the case cited, held that the mistake should not invalidate the proceedings, and eventually made a winding-up order.—COUNSEL, *Buckmaster*, K.C., and *Frank Evans; Ward Coldridge.* SOLICITORS, *Francis Miller & Steele; Golding & Hargrove.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

HIRSCHEL & MEYER *v.* **GREAT EASTERN RAILWAY CO.** Kennedy, J. 25th June.

CARRIERS—WAREHOUSEMEN—"OWNERS' SOLE RISK"—CARRIERS ACT, 1830—RAILWAY AND CANAL TRAFFIC ACT, 1854—INSUFFICIENT DECLARATION—LOSS OF GOODS.

Action brought in respect of the loss of a bale of white foxskins delivered to the defendants for carriage. The plaintiffs instructed an agent in Russia to purchase a quantity of foxskins. The skins were forwarded by J. & V., forwarding agents, to the defendants' agent at the Hook of Holland, and received by the latter on the 19th of October, The skins were shipped on board the defendants' steamer to Harwich, and thence by rail to London. In 1881 the following contract was made between the defendants and J. & V.: "We hereby request you to charge the reduced rate at owners' risk (where such reduced rates exist) for the carriage of our goods consigned by us or on our account, and in consideration of your doing so we agree that the said goods are to be forwarded solely at the risk of the owner, with the exception that the company shall be responsible for any wilful act or wilful default of the company or their servants, if proved, for fraud or theft by their servants, or for collision of trains conveying the goods within the company's limits.—J. & V. to F. G., Continental Traffic Manager of the Great Eastern Railway Co." J. & V., in forwarding goods which included four bales of foxskins, sent a list of the articles and value, but treating the four bales as one parcel, to the defendants' agent at the Hook of Holland for the purpose of enabling the ship's manifest to be made out: Customs Act, 1876, s. 64. The goods were sent at the reduced rate. The defendants, on receipt of advices from their agents, forwarded on the evening of the 20th of October, to the plaintiffs' receiving agents, an advice note issued in anticipation of the arrival of the goods. The advice note, which would reach the receivers late on the 20th of October or early on the morning of the 21st of October, was as follows: "20/10/05. . . . The undermentioned goods . . . being expected to arrive . . . to-morrow, I will thank you for instructions as to their removal hence as soon as possible, as from the date of their arrival they will remain here to your order and will be held by the company—not as common carriers, but as warehousemen—at owner's sole risk and subject to the conditions . . . shewn above. . . . No delivery effected after 5.30 p.m., and on Saturdays after 2 p.m. . . . 4 bales, A.N. 50/3, 5 cwt. 3q. 7lbs." The conditions stated, *inter alia*, "(1) The company will not be liable for loss or injury done to any goods . . . described in the Carriers Act, 1830, unless the particular articles and the value thereof be declared, and an increased charge over and above the charge for carriage be paid as compensation for the risk incurred. . . . (4) The transit shall in no case extend beyond . . . (*b*) the expiration of twenty-four hours after notice of arrival of the goods posted by the company is due for delivery to the consignee in the ordinary course of post or notice of arrival is given to him personally or delivered at his address. (5) After the termination of the transit as defined by condition (4) the company will henceforth and subject to these conditions hold the goods as warehousemen subject to the usual charges." The four bales of foxskins arrived on the 21st of October, at 12.35 a.m., at Bishopsgate-street Station, London, and were unloaded on to the bank. At 2 p.m. on the 21st of October the bank was cleared of all goods not called for. About 1,200 carts, 600 of which belonged to the defendants, came to the bank on Saturday, the 21st of October. The contents of the carts were checked by the police on leaving the station. On Monday, the 23rd of October, at noon, the plaintiffs' receivers went to take delivery of the four bales. Three bales were delivered, the fourth, numbered A. N. 51, could not be found. It was contended on behalf of the plaintiffs that the defendants were liable for the loss of the one bale. If there was misdelivery there was carelessness. If the bale was stolen, then the defendants had been negligent. There was wilful default on behalf of the company in not providing an adequate staff to cope with the business. The onus of proving how the goods were lost was on the defendants. The transit was over on Saturday morning. The defendants were warehousemen, that was clear from the advice note. and that necessitated care in the exercise of which defendants had been negligent. The list made out for the ship's manifest was a sufficient declaration under the Carriers Act, the nature and valuation of the goods being stated. The 1881 contract did not apply because (1) the plaintiffs' orders to their agents did not extend to the adoption of J. & V.'s private contract with defendants, and (2) the 1881 contract was not an ordinary contract, nor (3) based on "just and reasonable" terms under section 2 of the Carriers Act. The advice note was not a contract; it was the defendants were warehousemen and had not exercised due care. The terms of the special contract were inconsistent with section 1 of the Carriers Act. It was contended on behalf of the defendants that they were carriers. That the only contract they had entered into was that of 1881. There had been no sufficient declaration as to the separate value of the goods under the Carriers Act: *Robinson* v. *South-Western Railway Co.* (34 L. J. C. P. 234). The notice under the Carriers Act had been posted up at the office in Holland, and no declaration had been made. If a reasonable time had not elapsed in which the consignee had come to take the goods, the liability of the carrier continued, and section 1 of the Carriers Act applied. The onus of proving how the goods were lost was not on the defendants. The special contract was not inconsistent with the provisions of the Carriers Act (*Bazendale* v. *Great Eastern Railway*, L. R. 4 Q. B. 244), and section 1 of that Act was a protection. If the special contract stood alone, without section 1 of the Carriers Act, there was (1) a contract signed by the person delivering the goods, and (2) there being two alternative rates, the contract was just and reasonable: Railway and Canal Traffic Act, 1854, s. 7. Under the 1881 contract the plaintiffs had to prove loss of the goods by theft, fraud, &c. If the defendants were bailees there was no evidence of negligence on their part. The advice note, if applicable, must be read in its entirety, and then protection was given in respect of goods not declared.

KENNEDY, J., held that the defendants were carriers. The contract of carriage (the document of the 9th of May, 1881) meant that (1) if a reduced rate existed the goods were to be forwarded by that reduced rate; and (2) if such a rate was used, at owner's risk. The defendants were not to be liable unless for the special things mentioned in the contract. There was a reduced rate, and apart from any provisions of the Carriers Act, 1830, and the Railway and Canal Traffic Act, 1854, this contract governed the goods whilst in transit. At the time of the loss the goods were still in transit. The bale was taken from the bank between the 21st of October, at the time at which the goods arrived, and the 21st of October at 2 p.m. The bale was lost while the contract of carriage continued. Clauses 4 and 5 of the advice note meant that the contract of carriage continued until the consignee had obtained his goods, or until the notice that had been forwarded by the post in due course or the consignee had had the notice delivered to him. With regard to the latter part of the advice note, there were cases which shewed that although the words "solely at owner's risk" were used, the defendants would be liable if the goods were lost by negligence during the warehousing: *Mitchell* v. *Lancashire and Yorkshire Railway Co.* (L. R. 10 Q. B. 256). If the goods were lost after the warehousing commenced through the defendants' negligence the defendants were liable. But according to the earlier terms of the advice note, coupled with the circumstances, the relationship of carrier had not ceased before demand for the goods had been made. The defendants could not diminish their liability as carriers by a notice that that relationship had changed where the consignee had not been in default: *Chapman* v. *Great Western Railway Co.* (5 Q. B. 278), *per* Cockburn, C.J.; *Mitchell* v. *Lancashire and Yorkshire Railway Co.* (*supra*), *per* Blackburn, J. The contract of 1881 was alone a sufficient defence; it came within the purview of the Railway and Canal Traffic Act. The contract was just and reasonable. Where there was a real option, justness and reasonableness should be inferred. There had been no sufficient declaration of value and contents, having regard to the document sent by J. & V. for Customs purposes: *Robinson* v. *London and South-Western Railway* (34 L. J. C. P. 234). The declaration must be in respect of particular parcels. It was never within section 1 of the Carriers Act, 1830, to give a lump value. There was no evidence that the goods had been lost by any wilful act or default of the defendants, or fraud or theft by the defendants' servants. Even if the period of warehousing had commenced, the skins were not lost through any negligence of the defendants. Judgment for defendants.—COUNSEL, *Hamilton*, K.C., and *Newbolt; Scrutton*, K.C., and *Nicol.* SOLICITORS, *Stokes & Stokes; E. Moore.*

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

McNICOL AND ANOTHER *v.* **PINCH.** Div. Court. 22nd June.

INLAND REVENUE—SACCHARIN—EXCISE LICENCE—MANUFACTURE—FINANCE ACT, 1901 (1 ED. 7, c. 7), s. 9—REVENUE ACT, 1903 (3 ED. 7, c. 46), s. 2.

Case stated by one of his Majesty's stipendiary magistrates in and for the city of Manchester. An information was preferred on the 22nd of July, 1905, by one Luke Pinch, an officer of the Inland Revenue (hereinafter called the respondent) against Joseph McNicol and another (hereinafter called the appellants), for that they the appellants between the 20th of May and the 4th of June, 1905, in the city of Manchester did manufacture saccharin without having in force an excise licence for the purpose, contrary to the form of the statutes (Finance Act, 1901, and Revenue Act, 1903) and to the regulations made by the Commissioners of Inland Revenue under such statutes. Upon the hearing of the said information the following facts were admitted or proved: (*a*) That saccharin is a sweet substance produced from toluene sulphonamide; (*b*) that the appellants had not manufactured saccharin from toluene sulphonamide; (*c*) that in the production of saccharin certain compounds are produced called "para" compounds. If these are not eliminated in the early stage of the production para saccharin, which has no sweetness, is produced as well as ortho saccharin or true saccharin. Where no elimination of para compounds takes place in the early stages of production the product is a mixture of approximately sixty per cent. ortho saccharin with forty per cent. of para saccharin. This mixture is known commercially as "330 saccharin" and is estimated to be 330 times as sweet as sugar. If the para compounds are practically eliminated in the early stages of production the product is a mixture of ninety-five per cent. (or more) of ortho saccharin with a very small percentage of para saccharin. Such a mixture is known commercially as "550 saccharin" and is estimated to be

550 times as sweet as sugar. If 330 saccharin is produced the para saccharin can afterwards be eliminated by a subsequent chemical process and 550 saccharin obtained. (*d*) The appellants subjected certain 330 saccharin to a chemical process. The amount of 330 saccharin treated was five pounds purchased in Manchester and two hundredweight imported, upon all of which duty had been paid. This amount of 330 saccharin was not treated in one bulk, but in separate quantities. The result of this treatment was that in some cases 550 saccharin was produced and in some cases a mixture sweeter than 330 saccharin, but not so sweet as 550 saccharin was produced. In a few cases the result was a mixture less sweet than 330 saccharin. Some of the saccharin which had undergone this treatment was sold by the appellants in the course of their business as dealers in saccharin. (*e*) That the appellants at the time they so treated the 330 saccharin had not in force an excise licence for the manufacture of saccharin as required by the regulations of the Commissioners of Inland Revenue. The magistrate convicted and fined the appellants. Section 9 of the Finance Act, 1901, provides that: "The Commissioners of Inland Revenue may make regulations prohibiting the manufacture of glucose, saccharin, or invert sugar except by persons holding a licence . . . and also for regulating the manufacture of glucose with a view of securing the excise duty imposed by this Act. . . ." Section 2 of the Revenue Act, 1903, provides that: "Section 9 of the Finance Act, 1901 . . . shall (so far as it does not already apply) apply to saccharin . . . and the Commissioners of Inland Revenue may make regulations under that section as to the manufacture, storage, and warehousing without payment of duty of saccharin. . . ." Counsel for the appellants contended that there had been no manufacture of saccharin by the appellants. The evidence shewed that saccharin was made from toluene sulphonamide, and the appellants did not do this. They merely converted one quality of saccharin into another quality, but it commenced with being saccharin and ended as saccharin. If the contention of the respondent was right, the appellants might be compelled to pay a second excise duty on the saccharin under section 5 of the Finance Act, 1901, which no one pretended was intended by the Legislature. Counsel for the respondents said the court could not go into the question whether a second duty might or might not be charged. The appellants performed a process of art upon the 330 saccharin, and in the common usage of the word they therefore manufactured 550 saccharin from 330 saccharin.

THE COURT (DARLING and BRAY, JJ., RIDLEY, J., dissenting) allowed the appeal on the ground that the appellants did not manufacture saccharin. —COUNSEL, *Langdon*, K.C., and *W. Ambrose Jones*; *Sir John Lawson Walton*, A.G., and *W. Finlay*. SOLICITORS, *Henry Pumfrey & Son*, for *Walter J. Sharratt*, Manchester; *Solicitor of Inland Revenue*.

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

KELLY *v.* J. & J. LONSDALE & CO. (LIM.). Div. Court. 22nd June.

SALE OF FOOD AND DRUGS—ADULTERATED BUTTER—WARRANTY—SALE—SALE OF FOOD AND DRUGS ACTS, 1875 (38 & 39 VICT. c. 63), s. 25; 1899 (62 & 63 VICT. c. 51), ss. 1, 20.

Case stated by one of the aldermen of the City of London sitting at the Mansion House. On the 23rd of November, 1905, an information was laid by "Felix Patrick Kelly, one of his Majesty's officers of customs, who prosecutes for his said Majesty in this behalf under the direction of the Commissioners of Customs, and states that J. & J. Lonsdale & Co. (Limited) did, on the 28th day of August, 1905, did import into the United Kingdom, per the steamship *Batavier V.*, from Rotterdam, at Custom House and Wool Quay, in the said City of London, and within the limits of the Port of London, certain butter contained in 127 packages marked 'H. 127,' which said butter was, upon examination of a sample thereof, found to be adulterated—to wit, by the admixture thereof of foreign fat." "And the said Felix Patrick Kelly, who prosecutes as aforesaid, further states that the packages containing the said butter were not conspicuously marked, as required by section 1 of the Sale of Food and Drugs Act, 1899, with a name and description indicating that the said butter had been so treated." Upon the hearing of the said information the following facts were proved or admitted: (*a*) That on the date and at the place laid in the said information 127 cases or packages of butter, treated as hereinafter mentioned, were imported into the United Kingdom, and that such cases or packages were not conspicuously, or at all, marked with any name or description indicating that such butter had been so treated; (*b*) that such butter had been treated by the admixture therewith of fat other than butter fat to the extent of not less than 15 per cent., and was therefore adulterated butter; (*c*) that the respondents were the "importer" of such butter within the meaning of section 1 of the Sale and Food and Drugs Act, 1899; (*d*) that the requirements of sub-section 4 of that section had been duly complied with by the Commissioners of Customs, and that the fact of such adulteration as aforesaid had been duly established by analysis, certified by the principal chemist on the 8th day of November, 1905. No evidence was called for the respondents, but the following letter and documents were read in evidence for the prosecution, and such letter was admitted by the prosecution to contain a substantially accurate and true statement of facts. "H.M. Board of Customs, London. Gentlemen,—Referring to our representative's call on the Customs authorities to-day, with reference to the summons taken out against our company for the importation of adulterated butter, we beg to enclose you documents relating thereto: (1) The contract which we received from the agents of the Dutch firm in London, which plainly shews that we purchased Dutch control butter, which control butter is guaranteed by the Netherlands Government; (2) the invoice from H. J. Nederveen, Hertogenbosch, with the guarantee of pure butter thereon; (3) the document from the bank shewing that the price mentioned on the invoice—namely, 107s. per cwt., was paid by us. In the face of these facts, we hope you will agree with us that we have been grossly defrauded, and see your way to withdraw the summons. . . . J. & J. Lonsdale & Co. (Limited)." The following documents were enclosed in the said letter:

Any dispute in this contract to be settled by arbitration.

10, Colonial House, Tooley-street, London, S.E. 16th August, 1905. Nicholl Bros., Provision Brokers, Messrs. J. & J. Lonsdale & Co. (Limited). We have this day sold you the following goods (agreeably with the rules of the Home and Foreign Produce Exchange (Limited)) 800 (say eight hundred) casks Dutch Control Unsalted Creamey Butter at 107s. (say one hundred and seven shillings) nett, ex. Cold Stores, Amsterdam, through seller's bankers against delivery, order, &c. M. H. J. Nederveen,
's Hertogenbosch, Holland.

C. B. Fol. 434. Yours truly,
Brokerage. per pro. Nicholl Bros.,
Customary allowances, payment cash F. W. NICHOLLS.
(before delivery if required).

Guaranteed pure butter, warranted pure butter and not containing more than 16 per cent. of moisture. (Ed.) H. J. NEDERVEEN.

Roombotherfabriek, Voorheen. 13,809.
H. J. Nederveen, Telegrams: Butter Hertogenbosch.
's Hertobogenbosch, Holland. Telefoon No. 128.
den August 19, 1905.
Messrs. J. & J. Lonsdale & Co. (Limited),
Tooley-street, London, S.E.
64/66.

Bought of Roombotherfabriek, H. J. Nederveen, Butter-merchant, ex. Cold Store, Vriessenveen, Amsterdam.
London a/c, 800 Pkts. Genuine Cream Butter.

C $\frac{166}{100}$ D $\frac{236}{200}$ E $\frac{266}{200}$ F $\frac{77}{150}$ am. fo.
G $\frac{107}{75}$ H $\frac{127}{75}$ = 800 casks cwt. 800 10 f. £4,280.

Nett Cash G. B. Folio 434 H. D.
L "/o G. B. 10/68 P. J.

H. J. Nederveen, whose name appears in the said documents, was a person resident outside the United Kingdom. Nicholl Bros., whose name appears upon the note, carried on business and resided within the United Kingdom. Section 25 of the Sale of Food and Drugs Act, 1875, provides: "If the defendant in any prosecution under this Act prove to the satisfaction of the justices or court that he had purchased the article in question as the same in nature, substance, and quality as that demanded of him by the prosecutor and with a written warranty to that effect, that he had no reason to believe at the time when he sold it that the article was otherwise, and that he sold it in the same state as when he purchased it, he shall be discharged from the prosecution. . . ." The Sale of Food and Drugs Act, 1899, s. 1, provides: "If there is imported into the United Kingdom any of the following articles, namely: . . . (*b*) Any adulterated butter . . . except in packages or cans conspicuously marked with a name or description indicating that the butter or milk or cream has been so treated . . . the importer shall be liable, on summary conviction, for the first offence to a fine. . . . (3) The Commissioners of Customs shall in accordance with directions given by the Treasury after consultation with the Board of Agriculture, take such samples of consignments of imported articles of food as may be necessary for the enforcement of the foregoing provisions of this section." Section 20 (1): "A warranty or invoice shall not be available as a defence under the Sale of Food and Drugs Acts, unless the defendant has within seven days after service of the summons sent the purchaser a copy of such warranty or invoice. . . . (2) The person by whom such warranty is alleged to have been given shall be entitled to appear at the hearing and to give evidence. . . . (3) A warranty or invoice given by a person resident outside the United Kingdom shall not be available as a defence to any proceeding under the Sale of Foods and Drugs Acts unless the defendant proves. . . ." The magistrate dismissed the summons. The appellants' counsel contended that the defence of warranty only applied to a sale, and there was no sale to the purchaser. Counsel for the respondent contended that the taking of a sample by the custom officers was equivalent to a purchase, and he therefore relied on section 25 of the Act of 1875 and section 20 of the Act of 1899.

THE COURT (RIDLEY, DARLING, and BRAY, JJ.) allowed the appeal on the ground that section 25 of the Act of 1875 only applied to a sale to a purchaser, whereas the taking of a sample under section 1 of the Act of 1899 was not a purchase. The case would accordingly be sent back to the magistrate to consider any other defences that might be open to the respondents.—COUNSEL, *Sir John Lawson Walton*, A.G., and *Daldy*; *Avory*, K.C., *Abrahams*, and *W. S. Kennedy*. SOLICITORS, *Solicitor for Inland Revenue*; *Nunn, Popham, & Starkie*.

[Reported by MAURICE N. DRUCQUER, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **KLEIN.** *Ex parte* **GOODWIN.** Bigham, J. 25th June.

BANKRUPTCY—PREFERENTIAL CLAIM—COMMERCIAL TRAVELLER PAID BY SALARY AND COMMISSION—PREFERENTIAL PAYMENTS IN BANKRUPTCY ACT, 1888 (51 & 52 VICT. c. 62), s. 1, SUB-SECTION 1 (*a*).

Motion by a person who had been employed by the bankrupt as a commercial traveller, at a salary and commission, for a declaration that he was entitled to rank as a preferential creditor in respect of commission earned within the four months immediately preceding the bankruptcy. The applicant, C. H. Goodwin, had been in the bankrupt's employ from June, 1904, down to the date of the bankruptcy. He had been paid a

salary of £2 per week and 3½ per cent. commission on all orders obtained by him. He had been in the habit of drawing £2 10s. per week on account of salary and commission. During the four months immediately preceding the bankruptcy he had earned commission to the amount of £24 12s. 3d., which sum he claimed from the trustee as "wages or salary" within section 1, sub-section 1 (*b*) of the Preferential Payments in Bankruptcy Act, 1888. The trustee paid the applicant salary in full at the rate of £2 per week, but refused to admit the sum claimed for commission as a preferential claim, and would only allow him to prove for it.

BIGHAM, J., held that the commission must be paid in full as a preferential claim. The applicant had rendered services for which he was entitled to be paid at the rate agreed. The fact that his salary was payable partly by a fixed weekly sum and partly by commission made it none the less "salary" within the meaning of the Preferential Payments Act, 1888. Application allowed.—COUNSEL, *Francke; Whateley.* SOLICITORS, *Russell & Arnholz; Montagu, Mileham, & Montagu.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Re **BUTTON.** *Ex parte* **WHITE** *v.* **HAVASIDE.** Bigham, J. 25th June.

BANKRUPTCY — PROPERTY OF BANKRUPT — ORDER AND DISPOSITION — REPUTED OWNERSHIP—CUSTOM OF TRADE—DEALERS IN ANTIQUES—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 44, SUB-SECTION 2 (III.).

Application by the trustee for a declaration that a number of goods found upon the bankrupt's premises at the commencement of the bankruptcy formed part of the property of the bankrupt divisible among his creditors. The bankrupt had carried on business as a dealer in antiques. The respondent had been a frequent customer, and at the date of the commencement of the bankruptcy the respondent had about £700 worth of goods on the bankrupt's premises. Some of these were goods which the respondent had bought from the bankrupt and left with him until required, others were goods left to be repaired, others left with the bankrupt to be sold, others goods which the bankrupt had bought for the respondent. It was admitted that these goods were all in the possession of the bankrupt with the consent of the respondent, but it was contended that there was a custom of trade which excluded the doctrine of reputed ownership. The custom alleged was that dealers in antiques habitually have among their stock goods belonging to other persons and left with them to be sold. Two dealers were called in support of this contention, but their evidence did not amount to more than that it sometimes happens that people send goods to them to be sold.

BIGHAM, J., held that the attempt to prove a custom must fail. No doubt at times goods were sent to the dealers to be sold, but that was not sufficient to raise a presumption that all the goods in the shop of a dealer in antiques might be the property of other persons than the dealer. Application allowed.—COUNSEL, *Hansell; Frank Mellor.* SOLICITORS, *Piesse & Son; Jackson, Smart, Geake, & Co.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

June 22.—JOHN FARNWORTH.
June 23.—JOHN ARTHORPE BENTHAM, 19, Fawcett-street, Sunderland.
June 23.—THOMAS BUTLER REDFEARN, late of 29, Scale-lane, Kingston-upon-Hull, and Chiselhurst House, Hornsea, Yorkshire.

Solicitor Ordered to be Supended.

June 23.—STANLEY DUTTON EDISBURY, Wrexham, suspended for two years.

Societies.

The Law Society.

The annual general meeting of the members of this society will be held at the Society's Hall (Chancery-lane entrance), on Friday, the 13th of July, 1906, at 2 p.m. The President will present the prizes and certificates awarded at the Honours Examination held in April last. The following are the provisions of bye-law 15 as to the business to be transacted at an annual general meeting, namely: "The business of an annual general meeting shall be the election of President, Vice-President, and members of Council, as directed by the Charter, and also the election of auditors; the reception of the accounts submitted by the auditors for approval, the reception of the annual report of the Council, and the disposal of business introduced by the Council, and of any other matter which may consistently with the Charter and bye-laws be introduced at such meeting." Below will be found the names of the candidates nominated to fill the twelve vacancies in the Council, and in the offices of President, Vice-President, and auditors, with the names and addresses of their nominators.

Mr. A. H. HASTIE will move: 1. That this meeting strongly condemns the Council of the Incorporated Law Society for refusing to take action in the case of solicitors whose names and addresses are advertised in the publicly-sold handbook and journals of the Automobile Club as persons willing to undertake certain legal business. 2. That this meeting, being of opinion that the Council of the Incorporated Law Society is utterly out of touch with the profession, and that fresh measures and fresh men are required, do now appoint the committee of five members to consider what alterations are necessary in the bye-laws in order to make the Council representative of the society at large, instead of a practically self-elected body as at present.

Mr. J. S. RUBINSTEIN will ask: 1. What answers have been received from the Lord Chancellor, the Prime Minister, the President of the Privy Council, and the London County Council respectively to the communication sent to them by the Council enclosing a copy of the resolution unanimously passed at the meeting of the society held on the 27th of April last, recording its opinion that the order made in 1898 applying the compulsory provisions of the Land Transfer Act, 1897, to the County of London should be suspended? 2. What steps have been taken by the Council to give effect to the further resolution that communications should be sent to certain bodies with a view to arranging for a deputation to attend upon the Lord Chancellor on the subject or taking such further action as might be desirable?

E. W. WILLIAMSON, Secretary.

LIST OF QUALIFIED MEMBERS OF THE SOCIETY NOMINATED AS MEMBERS OF THE COUNCIL TO BE ELECTED AT THE ANNUAL GENERAL MEETING ON THE 13TH OF JULY, 1906.

Name of Candidate.	Address.	Name of Nominators.	Address.
Harvey Clifton	4, New-court, Lincoln's-inn, W.C.	The Right Hon. D. Lloyd-George, M.P.	63, Queen Victoria-street.
		Sir William Bull, M.P.	31, Essex-street, Strand.
		Luke White, M.P....	Driffield, East Yorkshire.
		E. J. Trustram, M.A.	61, Cheapside, E.C.
		Robert H. Winter...	St. Mary's Chambers, Hull.
		J. A. Grundy	14, John Dalton-street, Manchester.
		Arthur E. T. Hinchcliff, LL.B. ..	Huddersfield.
		William Ramsden	Huddersfield.
		Douglas H. Marrable	High West-street, Dorchester, Dorset.
		Henry Owen, D.C.L., J.P. ...	5, Frederick's-place, Old Jewry, E.C.
Edward Henry Fraser, D.C.L. ...	Nottingham	Charles Mylne Barker, *President*...	15, Bedford-row, W.C.
		W. F. Fladgate, *Vice-President* ...	2, Craig's-court, Charing Cross, Strand.
		Thomas Marshall	8, Albion-place, Leeds.
		C. H. Morton	5, Cook-street, Liverpool.
		Arthur Barlow	1, High-pavement, Nottingham.
		J. A. H. Green	Eldon-chambers, Nottingham.
Sir John Gray Hill	10, Water-street, Liverpool ...	Thomas Marshall	8, Albion-place, Leeds.
		C. H. Morton	5, Cook-street, Liverpool.
		John Cameron ... ... (President of Incorporated Law Society of Liverpool)	5, Fenwick-street, Liverpool.
		E. J. Carlisle ... ... (President Manchester Law Association)	20, St. Ann's-square, Manchester.
Henry James Johnson	101, Leadenhall-street, City ...	Sir John Hollams	30, Mincing-lane, London, E.C.
		Busick E. Pemberton	44, Lincoln's-inn-fields, W.C.
William George King ...	12, Essex-street, Strand, W.C. ...	Saml. J. Daw	35, Lincoln's-inn-fields, W.C.
		Dillon R. L. Lowe...	2, Temple-gardens, E.C.

Name of Candidate.	Address.	Name of Nominators.	Address.
Harry Wilmot Lee	1, The Sanctuary, Westminster ...	H. Stewart Salter...	1, The Sanctuary, Westminster, S.W.
		Stewart W. Oldershaw	2 & 3, The Sanctuary, Westminster, S.W.
Richard Pennington	64, Lincoln's-inn-fields	W. H. Saltwell	1, Stone-buildings, Lincoln's-inn, W.C.
		E. H. Ellis-Danvers	5, Delahay-street, Westminster.
Charles Leopold Samson	89, Gresham-street, E.C., and Manchester	Joseph Addison	2, Bond-court, London, E.C.
		Thos. H. Pritchard	Painters' Hall, Little Trinity-lane, London, E.C.
Walter Trower	5, New-square, Lincoln's-inn, W.C.	Edwin Freshfield	New Bank-buildings, 31, Old Jewry, E.C.
		Arthur R. Farrer	66, Lincoln's-inn-fields, W.C.
Edward Francis Turner	115, Leadenhall-street, E.C. ...	Charles Mylne Barker, *President*...	15, Bedford-row, W.C.
		W. F. Fladgate, *Vice-President* ...	2, Craig's-court, Charing Cross, Strand.
		Thos. Marshall	8, Albion-place, Leeds.
		C. H. Morton	5, Cook-street, Liverpool.
William Melmoth Walters	9, New-square, Lincoln's-inn, W.C.	E. Robert Still	5, New-square, Lincoln's-inn, W.C.
		J. E. W. Rider	8, New-square, Lincoln's-inn, W.C.
Philip Witham	1, Gray's-inn-square, W.C. ...	Chas. Goddard	3, South-square, Gray's-inn, W.C.
		Arthur J. Finch	2, Gray's-inn-square, W.C.
William Howard Winterbotham ...	1, New-court, Carey-street, W.C.	Frederick W. Emery	36, Lincoln's-inn-fields, W.C.
		W. Arthur Sharpe...	12, New-court, Carey-street, W.C.
List of Qualified Members Proposed as President and Vice-President.			
Wm. Francis Fladgate (*as President*)	2, Craig's-court, Charing Cross, Strand	Archibald Keen	59, Carter-lane, City.
		Saml. J. Daw	35, Lincoln's-inn-fields, W.C.
Henry Attlee (*as Vice-President*)	10, Billiter-square, City	Archibald Keen	59, Carter-lane, City.
		Saml. J. Daw	35, Lincoln's-inn-fields, W.C.
List of Qualified Persons Proposed as Auditors of the Society.			
John S. Chappelow, F.C.A.... ...	10, Lincoln's-inn-fields, London, W.C.	R. W. Tweedie	5, Lincoln's-inn-fields, W.C.
		Edmund F. B. Church	11, Bedford-row, W.C.
Edmund Ralph Cook...	River Plate House, Finsbury-circus, E.C.	Edwin Freshfield	New Bank-buidings, 31, Old Jewry, E.C.
		M. C. Matthews	32, Queen Victoria-street, E.C.
Walter Frederick Cunliffe	48, Chancery-lane, W.C.	A. Fairlie Allingham	15, Duke-street, St. James-street.
		Henry L. Bolton	The Sanctuary, Westminster.

Solicitors' Benevolent Association.

ANNIVERSARY FESTIVAL.

The forty-sixth anniversary festival of the Solicitors' Benevolent Association was held on Wednesday, at the Whitehall Rooms, Hotel Metropole, Mr. Bourchier F. Hawksley (Messrs. Hollams, Son, Coward, & Hawksley) taking the chair. Among the guests were Lord Justice Fletcher Moulton, Mr. Justice Buckley, Mr. W. F. Fladgate (vice-president of the Law Society, chairman of the board of directors of the association), Mr. E. L. Levett, K.C., Mr. H. F. Dickens, K.C., Mr. R. Pennington, J.P., Mr. A. Wightman, J.P., Mr. Septimus Castle, Mr. F. Sims Williams, Mr. A. Paris (president of the Hampshire Incorporated Law Society), Mr. Gerald Sturt, Mr. W. Holmes, Sir Thomas Skewes-Cox, J.P., Mr. Alderman Crossley, Mr. G. H. Chamberlain, Mr. M. A. Tweedie, Mr. H. V. Remnant, Mr. A. W. Cousins, Mr. H. Cooke, Mr. R. H. Purvis, Mr. S. Garrett, Mr. J. R. B. Gregory, Mr. J. Turner, Mr. A. Southwell, Mr. E. V. Cawdrey, Mr. A. Morrison, Mr. H. T. Pears, Mr. C. B. Hawksley, Mr. V. Skewes-Cox, Mr. W. A. Childs, Mr. A. Blackman, Mr. F. Morris, Mr. E. C. C. Brown, Mr. E. T. Roberts, Dr. A. W. Ranger, Mr. E. T. Roberts, Mr. F. L. Sutton, Mr. H. Sutton, Captain J. Tweedie, Mr. E. A. Whitehouse, Mr. H. R. Lewis, Mr. L. J. Helder, Mr. C. J. A. Walton, Mr. T. R. Haslam, Mr. A. G. Smith, Mr. Wynn Evans, Mr. H. C. Beddoe, Mr. J. Bliss, Mr. G. M. Shaw-Mackenzie, Mr. E. E. Greenwell, Mr. R. J. A. Lumby, Mr. H. T. Grindteig, Mr. C. G. May, Mr. A. Gardner, Mr. C. P. King, Mr. E. L. Burgin, and Mr. J. T. Scott (secretary).

The loyal toasts having been given from the chair and honoured with the customary enthusiasm,

The Chairman proposed the toast "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He said that he felt he was for once a solicitor and an attorney. He was a solicitor for reasons they very well knew, and one touching their pockets, and he was an attorney, as he was representing someone else. In the solicitors' profession it was their business as solicitors to attend to other people's business. He felt that the only reason why a junior member of a city firm should be asked to take the chair was because the directors felt that they could not ask the senior partner to do it again. This was the forty-sixth anniversary dinner of the association. The association was founded with a very small prospectus, consisting only of one page, in 1857, and though this was only the forty-sixth dinner, they were very nearly approaching their jubilee, and he thought it would become the directors to consider how they could commemorate 1908 when the jubilee of the association arrived. The Solicitors' Benevolent Association was founded in 1858, and the first meeting was held in Bristol, a fact which had a peculiar interest to him, because it happened to have been the city in which he was articled and taught his profession. The first festival dinner of the society was held in 1859, which, the society being a very small and select body, was presided over by the Lord Mayor of London, who chanced to be a member of the profession. Now the association was a large instead of a small body. In the period which had elapsed since 1858, during just half that period the festival dinners were presided over, not by members of the solicitor branch of the profession, but by great legal lights who were not solicitors. The dinners of the association had been presided over by Lord Cairns, Sir George Jessel (the then Master of the Rolls), Sir Fitzroy Kelly twice, Mr. Justice Hannen once, and once by a Cabinet Minister who was not a member of the bench. For twenty-three or twenty-four years it must have been the habit to endeavour to get some leading legal light to preside at these annual gatherings and endeavour to teach them their duties. They had taught them so well that about 1882 it occurred to the members of the association that they could teach themselves, and the first chairman under the new régime was the late Mr. Samuel Bircham. From that time forward the chair had been taken at these annual gatherings by more or less prominent members of the solicitor branch of the profession. He was happy to think that it was exactly twenty-one years ago that Sir John Hollams—Mr. Hollams as he then was—took them to dine at the Star and Garter at Richmond, when he gave the society a donation of 1,000 guineas. They would not expect the junior partner of Sir John Hollams' firm to do that, and if there was any senior partner of a firm present, he hoped he would emulate the example which had been set for him. From that time the association had generally had their dinners in London, but in the early days the dinners were either held at the Star and Garter or at the Ship at Greenwich. After forty-five dinners there was nothing left for the man who took the chair to say. It was very interesting to note the change in the style of oratory which had occurred in the forty-six years of the association's existence. In the year 1870 the speeches were inordinate in length; it was nothing for a learned judge, replying for the bench, to speak for fifteen or twenty minutes. All this was changed, and brevity was now the order of the day. However, so much had been said that there was not an original statement to be made to-day on behalf of the association and in support of the charity. He had asked himself whether it was possible for him to lecture his seniors and to suggest any alteration of procedure or method to the directors which would tend to increase the subscriptions and perhaps also tend to their own advantage as members of that body. There was one alteration which he should like to propose to the directors. He did not see why they should continue the precedent of forty years ago and always dine about midsummer. They seemed to have selected the very busiest week, if they might except Ascot week, of the whole year. There were the Hardwicke dinner and call dinners, which were held at the same time. The last Wednesday in June and the first Wednesday in July were two of the very busiest days of the whole year. He would submit to the directors that there should be an alteration. The matter affected the country solicitors and the London solicitors also. He would suggest whether it should not be held either between the Long Vacation and Christmas or between Christmas and Easter. He had the honour to preside over the festival, he was a light for one day and he would be extinguished when he left that room that night. He would suggest

that it might be worth while to make a president of the association for one year, just as there was a president of the Law Society for one year, and for this reason: he had found it absolutely impossible to make such a canvass as he should like to have made amongst the members of the profession with the view of obtaining donations, and more especially subscriptions, within the short period which had elapsed since he had been asked to take the chair at this gathering. He felt that if he were president of the association for twelve months he should deem it his duty, and almost his pleasure, to go on canvassing during that year. It would enable him to go, not only to his own friends, to whom necessarily he had been obliged to confine his operations owing to the shortness of the time at his disposal, but to appeal also to the various large towns and cities in the course of the year with the object of extracting subscriptions, which were of far greater value than donations. He had also another suggestion to make. He saw that if a man elected to pay ten guineas as a life subscription he was never asked to contribute anything more to the funds for the rest of his life unless he came to these annual festivals and thought proper to give his one, two, or five guineas. In more than one instance he had been met with an answer to his appeal on behalf of the association with the statement that the solicitor was a life member of the association, that he had paid his ten guineas. One man had said that he had become a life member twenty years ago, and the life members did not see why they should be asked for anything more. He did not think that a payment of ten guineas was sufficient to release a man from his duties to his professional brethren. There was a method of dealing with this, for the report had a list of the subscriptions and the total donations given by members in addition to their annual or life subscriptions. What members gave at these festivals was entered in addition to their subscriptions, and there should be an endeavour to make the members understand that they could not redeem their obligations by the payment of one subscription of ten guineas. He thought that they ought also to come to the dinner and give a donation, which would practically be giving another subscription each year. There was one other very vexed subject. There was a kindred society—the Law Association—which was very much of the same character as the Solicitors' Benevolent Association. It was founded for the purpose of assisting those who were in need, but it was confined to the area within the Bills of Mortality—practically London. Year in and year out it had been advocated by those who were in a responsible position, that the two societies should be amalgamated. Lord Selborne, Lord Cairns, Sir Henry James, and Sir John Hollams, when presiding at these dinners, had urged the necessity for the amalgamation of the societies, and he ventured also to urge upon the directors the desirability of this step. The Law Association was forty years older than the Solicitors' Benevolent Association, and it was very nearly a century old, and surely it was time it had a little young blood from the younger association. It had a very much smaller *clientèle* than had the Solicitors' Benevolent Association, it was confined to London, and had hundreds of members where the Solicitors' Benevolent Association had thousands or tens where it had hundreds, and the duplicate expenses made it urgent that there should be a reform, and that the two associations should be brought into line. There would be the advantage that those who were its members could go into the country without losing their membership. If a president were appointed for a year the matter could be thoroughly discussed. Of course the object of an annual festival like the present was to obtain an augmentation of the funds for the purpose of the relief of the necessitous. The position of the association was, shortly, that it had an income from three sources. It had certain invested funds the income from which was used annually in granting relief. Sir Henry James, when he occupied the chair, had said that the association ought to expend its capital and to run into debt, because a society which was in debt always could get funds. He would say nothing about the morality of the suggestion of the Attorney-General of the day, as Sir Henry James was at that time, but the association had never gone upon that principle. So they had funds from their investments which produced about £2,000 a year, a substantial fund. They got from their annual subscriptions £2,400 or £2,500 a year, and they got about £1,000 from the dinner; that was to say, it was not got round the table, but as a result of the appeals made on behalf of the dinner. That represented about £5,000 or £6,000 a year. He could assure them that that was not enough, and it was necessary somehow or another to augment it. He invited those present, especially the younger members of the profession, to suggest a means by which the necessary increase could be obtained. The directors wanted to find out how they could augment the income of the association without encroaching upon their capital, as they had had to do last year to meet the urgent cases which it was impossible to refuse to relieve. Of course the obvious suggestion was that each member should double his subscription, but that would not solve the difficulty altogether. The demands upon the association were largely increasing because the profession was largely increasing in numbers. He asked them all, whether they practised in London or the country, what was to become of half their articled clerks. It was a very serious responsibility upon those who took articled clerks, for they knew perfectly well that an articled clerk without legal connection was entering a profession in which he was to get on by such assistance as he could get from those to whom he was articled. In time he would become his own master, and he might not succeed very well, or he might die before he had made provision for those who belonged to him. It might be very likely that some members of his family were compelled to come to the association for assistance. The number of articled clerks increased year by year, the number of clients decreased year by year. It was not desirable to draw pictures of the terrible nature of the applications which were sometimes made to the directors. One thing had struck him very much in looking over the old annual reports of the association—namely, that the same names appeared in them as attending the dinners and subscribing year by year. The circle which supported the association was almost a close borough. The same people came to the dinner year by year, the same people subscribed year by year. Now and then a chairman at these dinners made a great effort and whipped up friends and got new subscribers, but it was a handful of men who supported the association. That was not right; that really ought to be the work of the whole profession. It ought to be as essential that a solicitor should be a member of the association as that he should be a member of the Law Society. He urged that solicitors should impress that upon their articled clerks, so that when they were admitted they also would become subscribers to the association. The funds of the association would then increase by leaps and bounds. A subscription of a guinea made one a member, but the object of the association was not only to provide for the needs of their own members because they also assisted non-members. Therefore he did not urge the duty of becoming members simply as a matter of self-interest, but because it was the duty of every solicitor to belong to it in order that they might assist the members of their own profession. It was often said that they were a close profession. He did not think so. There was less *esprit de corps* among solicitors than in any other profession, and this was a very great misfortune. Let them take the medical profession as an instance. No medical man would charge another medical man for attendance. There was not the same *esprit de corps* among solicitors as among the bar. There was very little fellow feeling. He went sometimes to the provincial meetings of the Law Society, and there was a sort of feeling that the members did not know one another as they ought. There was not that feeling of brotherly goodwill which ought to exist, and if such a feeling could be encouraged through the Solicitors' Benevolent Association, it would be doing good beyond the assistance of those in need. If what he had said would lead to suggestions which would have the effect of increasing the annual income of the association, he should consider that his office as chairman had not been without success.

Mr. Septimus Castle (Liverpool) proposed "The Health of the Bench and the Bar," speaking of the interest which many members of the bench had taken in the solicitor branch of the profession in their earlier days, which had been kept up and increased as years and honours had increased upon them. With regard to the bar, its members were always most sympathetic and willing to assist the solicitors.

Lord Justice Fletcher Moulton responded on behalf of the bench. He said it was difficult for a member of the bench to speak at a meeting of the Solicitors' Benevolent Association. The principle which ruled promotion in England was that the best gamekeepers were past poachers, and so they all started from those who had successfully bothered the judges of preceding times. Their feelings, therefore, had been shaped by the life of their manhood when they had made their way, and all he could say was that of all the people likely to appreciate solicitors' benevolence young barristers were the first. In fact he might say, though it was not for him to return thanks for the bar, still, as a past member of the bar, he might say that he had paid to the solicitor profession the highest compliment one man could pay to another consistently through the whole course of his career at the bar, and he had felt he had never had enough of them. But now he had passed from that stage, and if he were to attempt graphically to describe his feelings it would be to say that he was like the lawn tennis player who had become umpire, he had to watch the strokes of the various players who had succeeded him, but, alas! he had no longer the interest of play. But he did not think that removed one really further from the solicitor branch of the profession. As he watched the little dramas that came on every day from half-past ten till four, with the usual interval for lunch, he could see all those interesting incidents which he used to love where the counsel in awe of the bench, which had the inestimable privilege of the last word, struggled between an unconvinced judge and two convinced solicitors, and found that the path of the righteous was not always an easy one in this world. He could see—what he had always felt throughout his legal career—that although the bench relied implicitly on and owes the success of its work to the honour that ruled amongst the members of the bar, an honour to which they never appealed in vain; that, after all, the basis of the great judicial system, without which not even the loyal service of the bar would enable them successfully to do their duty, was the high level of morality and professional honour that ruled among solicitors. He did not mean to say they had not their black sheep. Alas! in a profession where there was such enormous power for good and evil—for he doubted whether there was any profession that could bring so much misery and do so much good as that profession which they exercised and which was called into operation in all the difficulties of other men's lives. It was impossible that such a profession should not have its black sheep. But he believed that the whole of his brethren on the bench would say that, speaking as a whole, counsel were able honourably to put forward the disputes of his Majesty's subjects before them because the solicitors so honourably did their work. Well, if that were so, and there were some who, as the chairman had said, fell from no fault of their own in the race of life, it ought to be felt that every effort should be made that that failure should not bring with it disaster and misery, and he could assure them, speaking for all the members of the bench, of their heartiest good wishes for those who were trying to extend the prosperity of the Solicitors' Benevolent Society.

Mr. E. L. Levett, K.C., returned thanks for the bar. He said it appeared to him that one of the most important matters in the public life of this country was that there should be a thoroughly friendly intercourse between the bar and solicitors. They were both branches of one great profession, they had to do their best to do justice to their clients. A client might well want to have an able counsel, he might well want to have an able solicitor. But that was not all. He wanted that the counsel and the solicitor should

know each other, should trust one another, should help one another, and should work together. And if he was fortunate enough to get that combination there was little doubt that he would get justice. And that was why an occasion like this not only appealed them all, but was of real good to the public, because it brought together the two branches which had to help each other. He had special pleasure in being present. For many years he had been on the committee of the Barristers' Benevolent Association and he could speak with knowledge of the good such an association did. That association, like the Solicitors' Benevolent Association, was founded on one principle, the unity of the profession. The essential idea was that those who had been fortunate enough to succeed should help those who had been less fortunate, and such was the great principle of this society, like his own, that they should help those who were in distress, that they should find food and shelter for the widow and orphan, and that principle, he was sure, was carried out by the Solicitors' Benevolent Association, as they tried to do it in the Barristers' Benevolent Association. He was equally certain that this society would flourish and prosper, and he need hardly say it had his very best wishes.

The SECRETARY (Mr. J. T. Scott) announced subscriptions and donations, total £1,373. Amongst the donations were: The Chairman, £52 10s.; Mrs. Bourchier Hawksley, £52 10s.; Sir George Lewis, £100; Sir John Hollams, £52 10s.; Mr. W. F. Fladgate, £52 10s.; Mr. Arthur Wightman, £24 1s. 9d.

Mr. Justice BUCKLEY gave the toast of "The Law Society and the Provincial Law Societies of England and Wales." He spoke of the clubableness of England. The Inns of Court, for instance, were voluntary societies but they wielded an enormous power. He thought that the foundation of the Law Society and the provincial law societies was another illustration of the same instinct. It was a highly desirable thing that those who were members of the same profession should be drawn together by bonds of association, it might be simply of good fellowship, it might be of mutual assistance in their profession, and that was what lay at at the root of the Law Society and the provincial law societies. It was inevitable when such associations were formed that in course of time they acquired great power. He need scarcely say that the Law Society wielded very large power indeed. They controlled the destinies of the profession. They existed, he conceived, principally for the purpose of establishing a high standard of professional conduct as between the members of the profession, to advance good feeling, to bring together in social intercourse, in professional intercourse, members of a profession which all were proud to practise.

Mr. W. F. FLADGATE (Vice-President of the Law Society) returned thanks. He said that the Law Society was a body which endeavoured to do good work, and he honestly believed it did it notwithstanding the taunts and criticisms which were passed upon it, he was sorry to say, occasionally, by some members of their own profession. But it had duties to perform which it performed fearlessly, and which, he believed, it had performed not only to the satisfaction of the profession at large, but also to the satisfaction of that branch for which they all had the very highest esteem. He could only say that, speaking for himself and for the members of that Council who had been good enough to choose him as their vice-president for the year, he thanked Mr. Justice Buckley for the way in which he had spoken of the profession, and also Lord Justice Moulton for referring to the work done by the profession. He felt that one of the duties of the Law Society was, if possible, to encourage the feeling of loyalty among solicitors which was really of the very greatest value to the solicitors themselves and of the greatest importance to the clients. One thing which he had often told the young men who were entering the profession was, that they should not think it was their duty to best the other man. That was not their duty. Their duty was to do their duty to their clients with loyalty, but at the same time to look on both sides of the question and to admit that there might be a certain amount of right on the other side. One other matter, the Law Society hoped and had always hoped that it might, through the members of the profession, impress upon young men—namely, that they should all join the society. One of the speakers to-night had said that every young man should be urged to become a member of the Solicitors' Benevolent Association, and with that he heartily agreed, but he should also belong to the Law Society. The society had, unfortunately, but a very large minority of the solicitors as members. The solicitors were about 16,000 in number, he was sorry to say, and many of them did not belong to the society. Those who had influence among articled clerks or solicitors he would ask to urge upon them the advisability and propriety of joining the Law Society.

Mr. A. PARIS (president of the Hampshire Incorporated Law Society) returned thanks on behalf of the Provincial Law Societies. He said that there was one point which was paramount in considering the promotion of the interests of this great charitable institution, and that was the need for unanimity and unity among the profession. He was afraid there was a very great deal too much desire, to use the words of one of the speakers, to test each other, and he thought they could not do better than found their line of conduct upon the principles of a very ancient and honourable order to which he belonged, and to which he hoped the great number of those present belonged, the Freemasons. He thought there was need for a great deal more Freemasonry among solicitors. The Law Society ought to be the grand lodge of the profession, the benevolent institution, the board of benevolence, and the Provincial Law Societies the country lodges, and he thought that if they all pulled together with the same spirit with which the Freemasons pulled together they would result in benefiting not only the heads of the profession, but also the poor and necessitous brethren.

Mr. HENRY COOKE (Bristol) proposed the health of the Chairman of the evening. He had been acquainted with him for the last forty years. He had known him since he first decided to enter the profession. But in a short time, he was sorry to say, Mr. Hawksley decided to come to London, but it was felt that he was coming to a city where he would have still larger scope for his great abilities. He (Mr. Cooke) could not but feel, and had no hesitation in saying, that he had been an ornament to his profession.

The CHAIRMAN, in returning thanks, said that in looking through the reports of the proceedings at these annual dinners he had found that Mr. Melmoth Walters had said that there were only two prizes within the grasp of members of the solicitor branch of the profession—one to take the chair of the Solicitors' Benevolent Association, and the other to become President of the Law Society. In the same year that Mr. Cooke was admitted he (the chairman) was articled. He served his articles with him, and attributed whatever success he had achieved to the sound early training one got in a country solicitor's office. Having had the inestimable honour and privilege of working in Sir John Hollams' office for thirty-four years was also a point which he was entitled to claim as having advanced him so far as he had had success in the profession. There was a very small interval after finishing his articles before he found himself a young clerk in the firm of Thomas & Hollams. Mr. Septimus Castle was present, a past president of the Law Society of Liverpool, and he hoped he would allow him to say he had been his (the chairman's) pupil. There were friends present who had passed through the firm in Mincing-lane, and he thanked them for coming. He had been glad to hear Mr. Scott say that there were no less than fifty-nine new members, and many of these, he was proud to say, were old Mincing-lane men. He had one announcement to make with very great pleasure. The association had had a communication from Lawrence, Graham, & Co. that Miss Kinderley had been good enough to leave the residue of her estate for the benefit of the association. It was hoped that would give them about £10,000. There was an expression of opinion that the association should endeavour to institute a convalescent home for the wrecks of the profession with the gift, but if thought desirable the money could be applied in any other way, for the board was in no way fettered. He was glad to think that this year would be remembered by the gift of this lady. He hoped the directors would make it a practice to get hold of the young men as they had got hold of him, and he hoped that every young man who took the chair would at least be able to shew a list of subscriptions and donations amounting to £1,200.

General Council of the Bar.

The following gentlemen have been appointed officers, additional members, and members of the standing committees of the Bar Council respectively: Chairman, Mr. C. M. Warmington, K.C.; vice-chairman, Mr. W. English Harrison, K.C.; treasurer, Mr. T. Tindal Methold; additional members, Mr. Rufus Isaacs, K.C., M.P., Mr. C. F. Gill, K.C., Mr. S. T. Evans, K.C., M.P., Mr. L. Batten, K.C., Mr. P. S. Gregory, Mr. R. V. Bankes. Appointed to fill vacancies upon the four standing committees: Executive Committee, Mr. E. Tindal Atkinson, K.C., Hon. E. C. Macnaghten, K.C., Lord Robert Cecil, K.C., Mr. Boydell Houghton. Professional Conduct Committee, Mr. W. Pickford, K.C., Mr. Geo. Borthwick. Business and Procedure Committee, Mr. J. Scott Fox, K.C., Mr. George Cave, K.C., M.P., Hon. J. W. Mansfield. Court Buildings Committee, Mr. Geo. Henderson, Mr. J. E. H. Benn, Mr. E. Percival Clarke.

Law Students' Journal.

Calls to the Bar.

The following gentlemen were called to the bar on Wednesday:

LINCOLN'S-INN.—W. L. Blease (studentship, C.L.E., Trinity, 1906), Liverpool University; A. E. Barnes (certificate of honour, C.L.E., Trinity, 1906), B.A., Trin. Coll., Camb.; J. S Sainsbury (certificate of honour, C.L.E., Easter, 1905); L. T. Thorp (certificate of honour, C.L.E., Hilary, 1906), LL.B., London University; Vikaji Fardunji Taraporewala, B.A., LL.B, Bom. (certificate of honour, C.L.E., Trinity, 1906), a Vakil of the High Court; S. G. Dunn, London University; Robert Peel, New Coll., Oxford; W. F. Fox, M.A., B.C.L., Christ Church, Oxford; Geoffrey Parker, London University; W. J. Bowker, D.S.O.; Nai Sahad, of the Siamese Legation; Hung-Kwok-Leung; Pandit Ikbal-Narayan Masaldan; P. E. Sampson; Jamshedjee Framjee Banajee; F. J. Egerton-Warburton, M.A., Keble Coll., Oxford; Mirza Munim Bakht; H. H. Chipman, B.A., Trin. Coll., Oxford; A. L. Bridge; W. C. Sharman; A. V. L. Davies; Dorab Navroji Khandalavala, B.A., LL.B, Bom., a Vakil of the High Court.

INNER TEMPLE.—E. B. Amphlett, Oxford; W. G. Maxwell; M. W. Hughes, M.A., Oxford; John Duncan, jun., Oxford; H. Gorell Barnes, B.A., Oxford; G. D. Hardinge-Tyler, B.A., Oxford; Percy Lee, M.A., Oxford; H. E. Drummond-Lloyd; F. G. Grant, Camb.; E. J. Macquarrie, B.A., LL.B., Camb.; E. A. Gowers, B.A., Camb.; O. S. Fleischmann, B.A., Oxford; H. W. Leigh-Bennett, B.A., Oxford; H. H. Schloesser; J. Galloway, B.A., Oxford; A. F. Wilding, B.A., Camb. G. M. Lazarus, B.A., Camb.; E. N. F. Loyd, B.A., Camb.; C. A. Foresythe, London; Archibald Sanderson, B.A., Oxford; Ambrose Mavrogordato, B.A., Oxford; J. T. Stephen, B.A., Camb.; John Stokes, M.D., Durham; R. H. Nelson, B.A., Camb.; Surendra-Nath Ray; N. H. Smith, B.A., LL.B., Camb. E. T. Woodhead, B.A., LL.B, Camb.; J. H. Dransfield, LL.B., London.

MIDDLE TEMPLE.—A. R. Barrand, certificate of honour and Barstow law scholarship, Trinity term, 1906; G. G. R. Brebner, M.A., Edin., certificate of honour, Trinity term, 1906, Orange River Colony, South Africa; F. A. Hayley, B.A., Oxford, certificate of honour, Trinity term, 1906; W. H. Gimblett, M.D.; A. W. Fenton, M.A., M.D., Dublin; F. D. Shelton, B.A., Oxford; D. M. Smith, B.A., Oxford; A. B. Howes; E. A. Evans; S. P. Low, B.A., Oxford; H. R. P. Gamon, M.A., B.C.L.; H. Du Parcq, B.A., Oxford; H. D. F. MacGeagh, B.A., Oxford; J. B. Melville; Profullo Chandra Sinha; P. J. Wannenburg; W. H. Taylor; Myle Govindrajulu Naidu; L. G. R. de Courcy; Syed Mohamed Naim; F. C. Sanders; A. S. Hurst; O. T. Williams; N. S. Fouquereaux; P. B. Petrides; J. I. Macpherson, M.A., LL.B.; W. F. L. Braidwood; Nalini Kant Nag; Vinayak Nandshankar Mehta, B.A., Bombay.

GRAY'S-INN.—Guan Seok Yeoh, certificate of honour, Council of Legal Education, Trinity, 1906, Prizeman in Constitutional Law and Legal History, Council of Legal Education, Easter, 1906, B.A., LL.B., Camb.; Hamar Greenwood, M.P., B.A., Toronto Univ.; E. J. Steegman, M.B., Durham Univ., D.P.H., London; Christopher Rooney, B.A., LL.B., R. Univ. of Ireland; R. F. Cheux; Fardunji Barjorji Motiwala: J. W. Ellis; R. B. Turner, B.A., Worcester Coll., Oxford; H. T. Blewett; W. H. Wright, M.D., Durham Univ., M.R.C.S., England, L.R.C.P., Ireland, L.S.A., London; Sailendra Nath Banerjee, B.A., Calcutta Univ.; H. H. S. Davies; P. H. Gray; Syed Mohamed Askeri; E. A. Winder; D. O. Evans; S. E. Pocock, LL.B. London Univ.

Legal News.

Appointment.

Mr. J. W. COOPER, LL.D., barrister-at-law, has been appointed a Revising Barrister upon the South-Eastern Circuit, in the place of Mr. George Humphreys, lately deceased.

Changes in Partnerships.

Dissolutions.

JOHN HERBERT LEWIS, ALFRED THOMAS DAVIES, and JOHN GRIFFITHS, solicitors (Herbert Lewis, Davies, & Co.), Liverpool and (Herbert Lewis, Davies, & Griffiths) Chester. Dec. 31, 1904. The said Alfred Thomas Davies will henceforward practise at Liverpool in his own name only, and the said John Griffiths will henceforward practise at Chester in his own name only. [*Gazette*, June 22.

HAROLD CHAMBERLIN and CECIL GEORGE TAYLOR, solicitors (Chamberlin & Taylor), Lowestoft. May 31. The said Harold Chamberlin will continue to carry on the said business under the style or firm of H. Chamberlin.

GEORGE RODHOUSE REID and ALFRED WILTSHIRE, solicitors (Reid & Wiltshire), Castle-court, Birchin-lane, London. May 10. Such business will be carried on in future by the said George Rodhouse Reid at 4, Castle-court aforesaid. [*Gazette*, June 26.

Information Required.

Miss CAROLINE MARGARET LEGH DALZELL, of Wallingford, Berks (deceased).—Any person having in his possession a Will of the above lady is requested to communicate with Messrs. Hedges & Marshall, solicitors, Wallingford.

General.

The Royal assent was given on the 22nd inst. to the Finance Bill, the Metropolitan Police (Commission) Bill, the Seamen's and Soldiers' False Characters Bill, the Police (Superannuation) Bill, and seventeen private and Provisional Order Bills.

Mr. T. H. Baylis, K.C., who celebrates his eighty-ninth birthday on the 22nd inst., is, says the *Daily Mail*, the oldest King's Counsel. His connection with the law extends to seventy-two years, as he entered as a student at the Inner Temple on the 9th of June, 1834.

The *Albany Law Journal* notes the following brief will of a Canadian: "This is the last will and testament of me, John Thomas. I give all my things to my relations to be divided among them the best way possible. N.B.—If anybody kicks up a row he isn't to have anything."

The seventh meeting of the Bankruptcy Law Amendment Committee was held on the 20th inst., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Arthur Newman (a member of the firm of Messrs. Grundy, Kershaw, Samson, & Co., solicitors, of Manchester) on behalf of the Association of Trade Protection Societies and the Manchester Guardian Association.

A Western paper publishes, says the American *Case and Comment*, the following complaint in a criminal case. After the formal parts of the complaint, its recites that the complainant on oath charges "that one John Doe did commit grand larceny with fraud and stealth, and with intent to defraud another thereof, did steal and carry away divers goods and chattels—viz., Mrs. Maria Johnson and children, also one team and harness and wagon and household goods to the value of 225 dols. against the form and dignity of the statutes in such case made and provided."

It is stated that Sir Horatio Lloyd, who has nearly recovered from his severe illness, has resigned the office of county court judge for Chester and North Wales, and that the Lord Chancellor, in sanctioning his resignation, has granted him a pension of a thousand pounds a year.

In the House of Commons on Tuesday Mr. G. Beckett asked the President of the Board of Trade whether the committee which had been appointed to inquire into the bankruptcy laws had received instructions to investigate the state of the law in Ireland; and, if not, whether, having regard to the desire in Ireland to have the law altered so as to conform with the English bankruptcy law, he would arrange that the question of Irish bankruptcy law should be inquired into. Mr. Lloyd-George said in the terms of reference to the committee appointed by the Board of Trade are wide enough to include Ireland; but the committee has no representative of Irish opinion upon it. It is a purely departmental committee, and as the powers of the Board of Trade in relation to bankruptcy matters do not extend to Ireland, they would not be justified in investigating the question of the Irish bankruptcy laws except with the assent of the Irish Office. I shall be happy to furnish the hon. member with a copy of the statement of the chairman of the committee as to the course which it is intended to pursue on that point.

Lord Alverstone has, says a writer in the *Globe*, found it desirable to give a warning to the foolish persons who write anonymous letters to judges. "It is a practice," he said in his address to the grand jury at Wells, "which seems to be increasing, and I wish it to be understood that people may get themselves into trouble if they endeavour to communicate with the judge on any case, and that they must not think they will escape risk by making their letters anonymous." The individual who addresses a letter to a judge can scarcely know how serious is the offence he is committing. "It is a grave contempt of court," says Mr. Oswald, "to communicate with or seek in any way to influence a judge upon the subject of any matter he has to determine." Rarely, however, has the offence been followed by punishment. Almost the only recorded instance of proceedings being taken is *Martin's case*, in which the offender had the temerity to enclose a bank-note in a letter to the Lord Chancellor. Even this insult to the highest occupant of the bench was not treated seriously, for the delinquent was discharged on expressing his contrition and paying the costs.

At the Mansion House dinner to the judges on the 22nd inst. the Lord Chancellor said that it required a great deal of encouragement from "all sorts and conditions of men" to undertake and continue the office he had the honour of holding. He had not had the opportunity of making many mistakes. He supposed that that would come, as it did to everyone, and if it did he hoped they would believe that it had arisen merely from error of judgment. The toast of "His Majesty's Judges" was well-known and much commended in all companies of Englishmen, and he thought he might say that they could accept without any affectation the tribute to their impartiality which had been paid by the Lord Mayor. He remembered meeting abroad some six or seven years ago one of the greatest judges in the world—a member of perhaps the highest court in the world outside of the United Kingdom. They were engaged in discussing international disputes and international arbitration, and this great judge said to him that he thought one of the difficulties was that "You could not be confident in the full impartiality of your tribunals." He added: "If there was a quarrel between your country and mine I will tell you what I would advise my countrymen to do. I would advise them to leave it to the decision of three English judges." On hearing so great and noble a compliment paid to the judicature of this country the blood tingled in his veins.

A. V. D., discussing in the *Law Quarterly Review* the decision of the Scottish Court of Session that a will dealing with movable estate, which was duly executed by an unmarried woman domiciled in England, is not revoked by her subsequent marriage in England to a man domiciled in Scotland (*Westerman* (*Westerman's Executor*) v. *Schwab and Others*, 43 Scottish Law Reporter, 161), says: "The judgment of the Court of Session is justified by two broad considerations: (1) The judgment is strictly in conformity with *Loustalan* v. *Loustalan* (1900, P. 218). It is true that in that case the English Court of Appeal did not determine the point which came before the Court of Session. It is also true that a Scotch court is by no means bound by an English decision. But, on the other hand, the judgments in *Loustalan* v. *Loustalan*, though they do not decide the particular point raised in *Westerman* v. *Schwab*, all rest on the assumption that the effect of a marriage is to be determined by the law of the husband's domicil, and the Court of Session, though in no way bound by the judgment of any English court, naturally desires that rules as to the conflict of laws should be the same throughout the the whole of the United Kingdom, and naturally inclines towards the establishment of a clear and intelligible rule as to the effect of marriage. (2) The judgment of the Court of Session is at bottom in conformity with principle. W.'s will was admittedly valid up to the moment of her marriage. The rule of English law, that marriage revokes a will, is clearly intended to apply to persons being and remaining under the law of England. English law has no interest in and does not aim at determining the validity of wills of persons domiciled in another country. W.'s will would have been valid if made by a domiciled Scotswoman; it remained valid as long as she was a domiciled Englishwoman. Is there any sound reason why a Scotch court should hold invalid a will that was admittedly valid both in England and Scotland till the moment of W.'s marriage, and which would have been valid both in England and Scotland if made the moment after W.'s marriage? To answer this question in the affirmative, plausible though the reply may seem, is to sacrifice substance to form, and to invalidate a will held good by Scotch law on a sort of

logical fiction, that at the very completion of the marriage ceremony there was a moment when W. was still a domiciled Englishwoman though on the point of becoming a domiciled Scotswoman, and that at that imaginary moment she revoked her will."

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, July 2	Mr. Pemberton	Mr. W. Leach	Mr. Greswell	Mr. Godfrey
Tuesday 3	Jackson	Theed	Church	R. Leach
Wednesday 4	R. Leach	W. Leach	Greswell	Godfrey
Thursday 5	Godfrey	Theed	Church	R. Leach
Friday 6	Beal	W. Leach	Greswell	Godfrey
Saturday 7	Carrington	Theed	Church	R. Leach

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, July 2	Mr. Jackson	Mr. Farmer	Mr. Carrington	Mr. Theed
Tuesday 3	Pemberton	King	Beal	W. Leach
Wednesday 4	Jackson	Farmer	Carrington	King
Thursday 5	Pemberton	King	Beal	Farmer
Friday 6	Jackson	Farmer	Carrington	Church
Saturday 7	Pemberton	King	Beal	Greswell

Winding-up Notices.

London Gazette.—Friday, June 22.

JOINT STOCK COMPANIES.

Limited in Chancery.

Burnard Refrigerating Co, Limited—Petn for winding up, presented June 20, directed to be heard July 3. Maxwell & Dampney, Bishopsgate st Within, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2

Co-operative Sickness and Accident Association, Limited—Petn for winding up, presented June 19, directed to be heard July 3. Neve & Co, Lime st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2

East Siberian Syndicate, Limited — Creditors are requested, on or before Aug 3, to send their names and addresses, and the particulars of their debts or claims, to Harry Parson Smith, 3, Princes st

Heywood Raising and Finishing Co, Limited (in Liquidation)—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims to Arthur Whittaker, 3, York st, Manchester. Fieldhouse, Manchester, solor for liquidator

Hygienic Food Supply Co, Limited—Petn for winding up, presented June 15, directed to be heard July 3. Edmonds & Rutherford, Gt Winchester st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2

Mozo Grande Mines Syndicate, Limited—Petn for winding up, presented June 18, directed to be heard July 3. Marton & Patterson, Old Jewry chmbrs, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 2

Powley Thomas & Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their claims, to Charles Edwin Dovey, 31, Queen st, Cardiff

Sun Polishing and Plating Co, Limited (in Liquidation)—Creditors are required, on or before Aug 2, to forward full particulars of their claims to Theodore David Neal, 110, Edmund st, Birmingham Phelps, Birmingham, solor for liquidator

London Gazette.—Tuesday, June 26.

JOINT STOCK COMPANIES.

Limited in Chancery.

Automatic Light Controlling Co, Limited—Creditors are required, on or before Aug 1, to send in their names and addresses, and particulars of their debts and claims, to John Gunning, 100, Holdenhurst rd, Bournemouth

London and Paris Automobile Agency, Limited (in Voluntary Liquidation)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of the debts or claims, to Ernest Wright, Norfolk House, Laurence Pountney hill

Rayleigh Brick and Tile Co, Limited—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to William Ernest Game, 5, Arundel st, Strand. Braby & Macdonald, Arundel st, Strand, solors for liquidator

Villiers Shelter Co, Limited—Petn for winding up, presented June 22, directed to be heard at the Town Hall (Crown Court), Swansea, July 25, at 10. Thomas & Andrews, Swansea, for Jennings & Co, Leadenhall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 24.

West End Tailors (Cardiff), Limited.—Petn for winding up, presented June 20, directed to be heard at Cardiff, July 12. Ingledew & Sons, Cardiff, for Isaacs & Lewis, Guildhall chmbrs, Leadenhall st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 11.

Creditors' Notices.

Under Estates in Chancery.

Last Day of Claim.

London Gazette.—Friday, June 15.

Anagnostopulo, Eustace, West Derby, Liverpool July 20 Anagnostopulo v Anagnostopulo, Registrar, Liverpool Ward, Central bldgs, North John st, Liverpool

London Gazette.—Tuesday, June 19.

Parnell, John, Bainsbrook, nr Rugby, Builder July 21 Parnell v Parnell, Swinfen Eady, J Seabroke, Rugby

Perry, John, Boswin, Wendron, Cornwall, Farmer July 14 Perry v Perry, Swinfen Eady, J Tyacke, Helston

Pool, Martha, Healey st, Kentish Town July 19 Gibson v Marshall, Swinfen Eady, J Bradley, East India av

London Gazette.—Tuesday, June 26.

Fletcher, Ernest Lyon, Moore Park, Sydney, N S W, Gas Engineer Oct 24 Fletcher v Healey, Kekewich and Joyce, JJ Forshaw, Warrington

Johnson, Joseph, Syston, Leicester July 24 Simms v Pettifor, Swinfen Eady and Neville, JJ Clarke, Leicester

Woodward, Stephen Kebridge, Wetheringsett Lodge, nr Stowmarket, Farmer July 26 Richardson v Woodward, Farwell, J Blundell, Serjeants' inn, Fleet st

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Tuesday, June 12.

Adlam, William, Bristol, Engineer July 31 Press & Press, Bristol

Alexander, George, Luton, Bedford, Tailor July 2 Cooke & Sons, Luton

Bennitt, Rev William, Bletchley, Bucks July 8 Wyatt & Co, Abingdon st, Westminster

Biss, John, High Holborn, Lodging House Keeper July 10 Meynell, Furnival st

Blackmore, Elizabeth Lucas, Hammersmith July 14 Hudson & Co, Queen Victoria st

Blake, James, Highfield, Southampton July 17 Hallett & Martin, Southampton

Blanshard, Catherine, Keswick, Cumberland July 13 Musgrave, Cockermouth

Bond, Christopher William, Liverpool, Licensed Victualler July 14 Batesons & Co, Liverpool

Borg, Virginia Testaferrata, Vittoriosa, Malta July 13 Johnson & Son, Gray's inn sq

Bray, Joseph Frederick, Ponistone, York, Farmer July 14 Smith & Co, Sheffield

Breed, Edward Aries Thomas, Brighton July 7 London & Carpenter, Budge row

Brett, Emma, Penketh, Lancaster June 30 Jeans & Son, Warrington

Byng, The Hon James Master Owen, Gt Culverdon, Tunbridge Wells Aug 22 Andrew & Cheale, Tunbridge Wells

Delves-Broughton, Laura Margaret Buchan, Buntingford, Hertford July 20 Stevens & Drayton, Queen Victoria st

Diggens, James, Quarry Hill, Lancaster June 28 Clark & Co, Lancaster

Ellis, Mary Ann, Swavesey, Cambridge June 30 Williams & Broxholm, Bloomsbury st

Ensor, Henry Loader, Church Gresley, Derby, Pipe Manufacturer July 20 Flux & Co, East India av

Evans, Thomas, Birmingham, Wire Manufacturer July 1 Tunbridge & Co, Birmingham

Frith, George, Rectory grove, Clapham July 24 Levinsky & Co, Queen st

Fryer, John Thomas, Loddington, Northampton July 20 Lane, Kettering

Gibson, William, Bournemouth July 12 Barber, Nottingham

Gilbert, Ernest Albert, Leeds, Patent Medicine Proprietor July 31 Farr & Walker, Leeds

Godwin, James Colthurst, Bristol July 14 Danger & Cartwright, Bristol

Goldsmid, Joseph, Brighton July 21 Boxall & Kempe, Brighton

Gray, Alexander, York July 2 Watkinson, York

Greenway, Dinah, Birmingham, Beer Retailer June 30 Arnold & Son, Birmingham

Hall, Mary, Penrith, Cumberland July 17 Little & Lamonby, Penrith

Hayes, Ernest William, King William st July 7 London & Carpenter, Budge row

Hill, George, Bickenhill, Warwick, Accountant July 14 Pointon, Birmingham

Hill, Hannah, Edgbaston, Birmingham July 14 Pointon, Birmingham

Hill, John, Sheffield July 30 Rodgers & Co, Sheffield

Horsey, Marian Edith, Elizabeth st, Eaton sq July 9 Lee & Pembertons, Lincoln's inn fields

Johnson, John, Hove July 31 Beal, St Albans, Herts

Keating, John, Chiswick July 20 Meynell, Furnival st

Kerchevall, Elizabeth Ann, Southampton July 17 Hallett & Martin, Southampton

Leete, Norman, St Mary at Hill July 15 Dunnett, St Mary hill

Mackenzie, Peter, Leadenhall st, Merchant July 24 Crosley & Burn, Moorgate st bldgs

Manning, Charles, Mistley, Essex, Farmer July 7 Symnot, Manningtree

Mayell, Howard William, sen, Handsworth, Staffs, Jeweller July 14 Pointon, Birmingham

Mead, George, Peterborough July 31 Percival & Son, Peterborough

Milner, Hannah, Derby Sept 5 Powell, Derby

Parker, Emily Georgiana, Beaconsfield, Bucks July 21 Garrard & Co, Suffolk st, Pall Mall East

Ravenhall, William, Rock, Worcester, Farmer July 21 R H & P W Whitcombe, Bewdley

Rowney, John, Small Heath, Birmingham July 16 Redfern & Son, Birmingham

Schmidt, Florence Harriet, Strutton ground, Westminster July 16 Routh & Co, Southampton st, Bloomsbury

Senior, Ann, Ecclesfield, York July 7 Smith & Co, Sheffield

Shuttleworth, Susannah, Bradford July 14 Trewavas & Massey, Bradford

Smith, Alfred, Felsted, Essex July 9 Wade & Co, Dunmow, Essex

Smith, Frederick, Portsmouth July 21 Blake & Co, Portsmouth

Solomon, Elizabeth, Linden gdns, Bayswater July 20 J & M Solomon, Finsbury pavement

Stead, Eldred Wilson, Sutherland av, Maida Vale July 23 Farrar & Co, Wardrobe pl, Doctors' Commons

Stewart, William Robert Henry, Devonshire st, Portland pl July 18 Sawbridge & Son, Aldermanbury

Talbot, Martha, Twyford, Leicester July 12 Sharpe & Darby, West Bromwich

Wood, William John, South Shields, Cabinet Maker July 28 Newlands & Newlands, South Shields

London Gazette.—Friday, June 15.

Archer, Rosa, Sidcup, Kent July 20 Bartlett, Bush la

Atkins, Edward, Approach rd, Victoria Park July 15 Timbrell & Deighton, King William st, London Bridge

Bailey, Alfred, Clifton, Bristol Aug 1 Spofforth, Bristol

Bergmann, Johannes, Whetstone, Commission Merchant Aug 1 Wells & Sons, Paternoster row

Birtwistle, Thomas, Blackburn, Mechanic July 12 Rennison, Blackburn

Bord, James, Axbridge, Somerset, Plumber July 20 March, Axbridge, Somerset

Brass, Thomas, Bleatarn, Warcop, Westmorland, Yeoman July 21 Bleaymire & Shepherd, Penrith

Brickwood, Edwin Dampier, Boscombe, Bournemouth July 30 Bartlett, Bush la

Cameron, Mary Glowacki, Staten Island, Richmond, New York Aug 15 Clarke & Co, Gresham House, Old Broad st

Carman, Agnes Octavia, Southend on Sea July 15 Hardy, Chancery la

Chand, Beeraj Fatnay, Bangalore, India, Banker July 30 Bartlett, Bush la

Coggins, William, Lois Weedon, nr Towcester, Northampton, Labourer July 14 Davies, Netherton, Dudley

Collings, Mary, Brixham, Devon July 13 Bartley & Co, Paignton, Devon

Crawford, Mary Ann Campbell, Godstone, Surrey July 11 Winterbotham & Co, Cheltenham

Crisp, Henry, Kennington rd, Kennington July 25 Lyng, Kingston on Thames

Dimond, Charles, Bexley Heath, Kent, Butcher July 14 Baynes, Dartford

Dunphy, Stephen, Church Walks, Carnarvon, Provision Merchant July 15 Bone, Llandudno

Ellis, Anne Stevelly, Pelham st, South Kensington July 19 Wood, Walbrook

Fisher, William Watson, Sale, Chester, Meat Salesman July 31 Eaton, Manchester

Fleming, James, Grasmere July 21 Gatey & Son, Ambleside

Ford, George, Fordingbridge, Southampton, Yeoman July 13 Jackson & Co, Fordingbridge

Fox, Francis, Plymouth July 15 Shelly & Johns, Plymouth

FULLAGAR, WALTER HOME, Renfrew rd, Kennington, Solicitor July 31 Fullagar & Co, Bolton
GARRAD, SIMON JAMES, Church st, Camberwell, Draper Sept 15 Emanuel & Simmonds, Finsbury circus
GREENWOOD, MARTHA, Hebden Bridge, Yorks July 7 Pickles, Halifax
HADDON, CAROLINE, Dover July 25 Mowll & Mowll, Dover
HAINES, WILLIAM HENRY, St. Mary Cray, Kent, Farmer July 14 Baynes, Dartford
HALL, ANNE WINSLOE CLARKE, Bournemouth July 27 Payne & Fuller, Bath
HANCOCK, LUCY, Banbury July 12 Fairfax, Banbury
HARLE, MATTHEW LIDDLE, Hastings July 16 Hallets & Martin, Southampton
HAYWOOD, GEORGIANA, Dorchester July 2 Watts & Co, Yeovil
HEINEMANN, EMILY MATILDA, Hurst Green, Sussex July 31 Lyne & Holman, Gt Winchester st
HENDERSON, FULLARTON, Rothesay, Bute, NB July 18 Stephenson & Co, Lombard st
HIGGINS, EDWARD JAMES, Ambleside, Westmorland, Confectioner July 21 Gatey & Son, Ambleside
HILLS, GEORGE JOHN, Lamb's Conduit st July 12 Ravenscroft & Co, John st, Bedford row
HUGHES, RICHARD, Portmadoc June 25 Davies & Jones, Carnarvon
JELLEYMAN, ELIZABETH, Tewkesbury, Tobacconist July 14 Brown, Tewkesbury
JONES, ROBERT HENRY, Upper Charles st, Northampton sq Aug 1 Wells & Sons, Paternoster row
LAMBERT, JOHN, Broughton in Furness July 14 Butler & Son, Broughton in Furness
LUKIN, EMILY CHARLOTTE, Cheltenham July 15 Trower & Co, New sq, Lincoln's inn
MORTON, HENRY JOSEPH, Scarborough July 12 Birdsall & Cross, Scarborough
NORRISH, JOHN, Timberscombe, Somerset, Farmer July 2 Joyce & Co, Williton, Taunton
OAKES, THOMAS WILLIAM SMITH, Coleman st, Merchant July 30 Bartlett, Bush ln
PATRICK, JAMES, Little Cressingham, Norfolk July 21 Sadd & Bacon, Norwich
PAYTON, THOMAS, Smethwick, Staffs, Physician July 16 Hayes, Birmingham
PEARSON, EDWIN JAMES, Berkhamsted, Herts July 14 Monier-Williams & Robinson, Gt Tower st
PORTER, CHARLOTTE ELIZABETH, Whiteknights, nr Reading Aug 1 Waterhouse & Co, New ct, Lincoln's inn
PRESTON, JOSEPH THOMAS, Church End, Finchley July 21 Oldfield & Co, Walbrook
RAWSON, ROBERT, Havant, Hants, JP July 24 Stainer, Southsea
ROBERTS, REUBEN WILLIAM, Eastbourne, Barrister at Law, M A, LL[illegible] D July 14 Arnison & Co, Penrith, Cumberland
ROSTRON, JOHN, Southport, Lancs, Paper Merchant July 31 Gardner & [illegible] Co, Manchester
ROTHWELL, WILLIAM MILLS, Southport, Lancs July 27 Williams, Southport
SEAGER, CHARLES, Dartford, Engineer July 14 Baynes, Dartford
SEAGER, LARKING JOHN, Dartford, Engineer July 14 Baynes, Dartford
SMITH, JOSEPH, Ilkley Yorks, Timber Merchant July 13 Birdsall & Cross, Scarbor[illegible]ough
SMITH, MARIAM, Scarborough July 13 Birdsall & Cross, Scarborough
SMITH, MARY ANN, Tipton, Staffs July 16 Baker & Co, Birmingham
STARTUP, CHARLES, Gravesend, Kent, JP July 30 Bartlett, Bush ln
STICKLAND, EMMA, Bournemouth June 14 Bull & Bull, Essex st
SUMMERS, JOHN WILLIAMS, Dartford July 14 Baynes, Dartford
TALBOT, JOHN REGINALD FRANCIS GEORGE, Rhode Hill, Devon July 23 Witham & Co, Gray's inn sq
TAYLOR, ANNIE, Beeston, Notts July 20 Clifton & Co, Nottingham
THAIN, MARTHA, Lowestoft July 13 Johnson, Lowestoft
TOOP, ELIZABETH QUARTERMAIN, Bexley Heath, Kent July 14 Baynes, Bexley Heath
TURABI, MARY PRISCILLA ADELAIDE, Brighton Aug 9 Shaw, Chancery ln
TURNER, MARY, Halifax July 7 Pickles, Halifax
TURNER, WILLIAM, West Side, Clapham Common July 30 Matthews & Co, Union Bank chmbrs, Southwark
VAILLANT, FREDERICK NATHANIEL, Brixton July 23 Hughes & Co, Budge row
VENNER, JAMES ENGELBERT, Camden Wood, Chislehurst Aug 8 Ingle & Co, New Broad st
WALKER, ALEXANDER, Mirfield, Woollen Manufacturer Aug 1 Ibberson, Heckmondwike
WELSBY, WILLIAM, Blackpool June 30 Radcliffes & Higginson, Blackburn
WHITE, CORNELIUS, Newmarket St Mary, Suffolk, Commission Agent July 31 A H & A Ruston, Newmarket
WICKES, Rev JOHN BECK, Boughton, Northampton July 14 Browne & Wells, Northampton
WILLIAMS, BETSY, Banbury July 12 Fairfax, Banbury
WILLIAMSON, WILLIAM, Middlesbrough, Labourer July 12 Watson, Middlesbrough
WYLIE, MARY ELIZABETH, Devonshire st, Portland pl July 25 Barker & Nairne, Crosby sq
YOUNGHUSBAND, MARY JANE, Waskerley, Durham, Engineer July 26 Aynsley, Consett

Bankruptcy Notices.

London Gazette.—TUESDAY, June 19.

RECEIVING ORDERS.

BAGSHAW, HENRY, Uttoxeter, Staffs, Grocer Burton on Trent Pet June 14 Ord June 14
BATTERSHALL, HENRY JOHN, East Stonehouse, Devon, Provision Dealer Plymouth Pet June 16 Ord June 16
BEASLEY, ALBERT MORGAN, Neath, Glam, Licensed Victualler Aberavon Pet June 14 Ord June 14
BENJAMIN, ROBERT, Shirenewton, Mon, Farm Labourer Newport, Mon Pet June 14 Ord June 14
BENZIE, G M, Moorgate st, Company Promoter High Court Pet May 3 Ord June 14
BRADLEY, JOHN WALTER, Bradford, Plasterer Bradford Pet June 14 Ord June 14
BROWN, WILFRID, Newton Abbot Devon, Bookseller Exeter Pet June 15 Ord June 15
BULLER, CHARLES JOHN, Gt Yarmouth, Auctioneer Gt Yarmouth Pet June 2 Ord June 16
CALVERT, BENJAMIN, Bradford, Ironmonger Bradford Pet June 15 Ord June 15
CHARNLEY, JOHN HEATON, Horsforth, nr Leeds, Agent in Silk Yarns Leeds Pet June 15 Ord June 15
COLES, HENRY, Portsmouth, Builder Portsmouth Pet June 14 Ord June 14
CORDWELL, TOM HENRY, Cainscross, nr Stroud, Glos, Brewer Gloucester Pet June 16 Ord Jue 16
CRIDLAN, ALBERT J, Ealing, Butcher Brentford Pet May 14 Ord June 15
DANIELS, JAMES, Rudheath, nr Northwich, Platelayer Crewe Pet June 15 Ord June 15
ELLIS, EDWARD, Dewsbury, Piano Dealer Dewsbury Pet June 14 Ord June 14
FARR, WILLIAM, Ewias Harold, Hereford, Labourer Leominster Pet June 16 Ord June 16
FEATHERSTONE, JOSEPH, Wallsend on Tyne, Northumberland, Labourer Durham Pet June 14 Ord June 14
HAWTHORN, FRANK, Streatham, Stationer Wandsworth Pet June 15 Ord June 15
HEPPELL, RALPH, Hexham, Northumberland, Licensed Victualler Newcastle on Tyne Pet June 16 Ord June 16
ISRAEL, H H, Eastleigh, Kilburn Priory High Court Pet April 30 Ord June 15
KIRKBY, THOMAS, Kingston upon Hull Kingston upon Hull Pet June 16 Ord June 16
KNIGHT, RICHARD, Buckingham gate, St James's Park, Chemist High Court Pet April 25 Ord June 16
LEWIS, HARRY, Hurst, Berks, Builder Reading Pet June 13 Ord June 13
LLOYD, EMILY, Pontwelly, Llangeler, Carmarthen, Confectioner Carmarthen Pet June 16 Ord June 16
LUCIUS & WORSLEY, Waterhead, nr Oldham, Builders Oldham Pet May 24 Ord June 14
MIDDLEMISS, WILLIAM ROBERT, Heaton, Newcastle on Tyne, Grocer Newcastle on Tyne Pet June 1 Ord June 15
MOORE, HENRY THOMPSON, Leeds Leeds Pet June 13 Ord June 13
PHAIR, PERCY, Bolton, Cycle Maker Bolton Pet June 14 Ord June 14
REAN, CHARLES WALTER CLIFFORD, Wexford, Actor High Court Pet June 14 Ord June 14
ROBINSON, ALFRED, Blackburn, Cabinet Maker Blackburn Pet June 16 Ord June 16
ROBINSON, GEORGE LOVELY, Saltney, nr Chester Stoke upon Trent Pet May 28 Ord June 15
RODAWAY, JAMES, West Christchurch, Southampton, Labourer Winchester Pet June 15 Ord June 15
ROWE, TOM, Bedminster, Bristol, Commercial Clerk Bristol Pet June 15 Ord June 15
THOMAS, THOMAS WILLIAM, Sunnyside, Bridgend, Hatter Cardiff Pet June 15 Ord June 15
WARD, W PERCY, Cradley, Hereford Worcester Pet May 25 Ord June 16
WEBB, EDWARD ALBERT, Woolwich High Court Pet June 11 Ord June 14
WESSON, WILLIAM, Leicester Leicester Pet June 16 Ord June 16
WHITE, JABEZ, East Coker Mills, nr Yeovil, Miller Yeovil Pet June 1 Ord June 13
WOODWARD, ROBERT KIRK, and JESSE WIKELEY WOODWARD, Lower Dunsforth, nr Boroughbridge, Yorks, Farmers York Pet June 13 Ord June 13

FIRST MEETINGS.

ANGELL, EVAN, Cardiff, Grocer June 27 at 3 Off Rec, 117, St Mary st, Cardiff
ATTFIELD, GEORGE, Barking, Essex, Grocer July 2 at 12 14, Bedford row
AVERY, SYDNEY, Plymouth June 27 at 11 Off Rec, 6, Athenæum ter, Plymouth
BARKER, ALBERT JAMES, Weybridge June 28 at 12.30 132, York rd, Westminster Bridge
BELLMAN, ROBERT JAMES, West Bromwich, Dentist July 6 at 3.15 Law Courts, Lombard st, West Bromwich
BENZIE, G M, Moorgate st, Company Promoter June 28 at 12 Bankruptcy bldgs, Carey st
BORSLEY, JOSEPH ATKINS, Grove Park, Chiswick July 2 at 3 14, Bedford row
BRADLEY, JOHN WALTER, Bradford, Plasterer June 28 at 3 Off Rec, 29, Tyrrel st, Bradford
BROWN, WILFRID, Newton Abbot, Devon, Bookseller July 12 at 10.30 Off Rec, 9, Bedford circus, Exeter
CALVERT, BENJAMIN, Bradford, Ironmonger June 29 at 3 Off Rec, 29, Tyrrel st, Bradford
CARTER, WALTER WINDYBANK, Watford, Hairdresser June 28 at 12 14, Bedford row
CHARNLEY, JOHN HEATON, Horsforth, nr Leeds, Agent in Silk Yarns June 27 at 11.30 Off Rec, 22, Park row, Leeds
COLES, HENRY, Portsmouth, Builder June 28 at 3 Off Rec, Cambridge junc, High st, Portsmouth
DANBY, JOHN, Great Driffield, Yorks, Ironmonger June 27 at 11.30 Off Rec, Trinity House ln, Hull
DIXON, JAMES H, South Luffenham, Rutland, Contractor June 27 at 2.30 Off Rec, 1, Berridge st, Leicester
ELLIS, EDWARD, Dewsbury, Piano Dealer June 27 at 10.30 Off Rec, Bank chmbrs, Corporation st, Dewsbury
FARR, WILLIAM, Ewias Harold, Hereford, Labourer June 28 at 1.30 4, Corn sq, Leominster
GOULDER, WILLIAM GEORGE, Nottingham, Commission Agent June 27 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
HARDCASTLE, PEARSON, Stanks, nr Leeds, Cab Proprietor June 27 at 11 Off Rec, 22, Park row, Leeds
HARMAN, JOHN ARTHUR, Pontycymmer, Glam, Haulier June 27 at 3.30 Off Rec, 117, St Mary st, Cardiff
HARRIS, RICHARD THOMAS, Braemar rd, South Tottenham, Pianoforte Maker June 27 at 11 Bankruptcy bldgs, Carey st
HOLLIER, ALPHEUS WILLIAM, Trowbridge, Wilts, Bookkeeper June 27 at 11.30 Off Rec, 26, Baldwin st, Bristol
HOWELL, JOHN WILLIAM, Grays, Essex, Commercial Clerk June 29 at 3 14, Bedford row
ISRAEL, H H, Eastleigh, Kilburn Priory July 3 at 11 Bankruptcy bldgs, Carey st
JACOBSON, RACHEL, Birmingham, Tobacco Dealer July 2 at 11 191, Corporation st, Birmingham
JAMES, EDWARD GEORGE, Ross, Hereford, Grocer June 27 at 2.30 2, Offa st, Hereford
JONES, WALTER THOMAS, Thornton Heath June 28 at 11.30 132, York rd, Westminster Bridge
LOCKWOOD, WILLIE WOLFENDEN, Dogley Bar, Kirkburton, nr Huddersfield, Tailor June 28 at 3 Off Rec, Prudential bldgs, New st, Huddersfield
MARSHALL, FREDERIC THOMAS, Bishops Stortford, Tobacconist June 27 at 3 14, Bedford row
MOORE, HENRY THOMPSON, Leeds June 28 at 11 Off Rec, 22, Park row, Leeds
MORRIS, FRANK, Bermondsey st, Pimlico, Boot Maker July 2 at 12 Bankruptcy bldgs, Carey st
MOSS & CO, J, Camomile st, Japan Merchants June 27 at 12 Bankruptcy bldgs, Carey st
NEAL, JOHN FRENCH, Harpenden, Herts, Brick Merchant's Traveller June 29 at 12 14, Bedford row
PEGLER, JAMES HENRY GEIST, Stroud, Glos, Pawnbroker June 27 at 11 Off Rec, Station rd, Gloucester
PHAIR, PERCY, Bolton, Cycle Maker June 28 at 3 19, Exchange st, Bolton
PROPHET, JAMES, Edgeley, Stockport, Provision Dealer June 29 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
REAN, CHARLES WALTER CLIFFORD, Wexford, Actor June 28 at 12 Bankruptcy bldgs, Carey st
RILEY, WALTER, Cloughfold, Rawtenstall, Lancs, Stockbroker June 29 at 11.15 Town Hall, Rochdale
ROSENTHALL, ISAAC, Kingston upon Hull, Tailor June 27 at 11 Off Rec, Trinity House ln, Hull
ROWE, TOM, Bedminster, Bristol, Commercial Clerk June 27 at 11.45 Off Rec, 26, Baldwin st, Bristol
SPITTLE, SAM, Oldbury, Worcester, Cab Proprietor June 29 at 11 191, Corporation st, Birmingham
STANTON, THOMAS, Gt Grimsby June 27 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
STEVENS, CHARLES WALTER, Mountnessing, Essex, Blacksmith July 4 at 12 Shirehall, Chelmsford
TOZER, ERNEST WALTER, Edmonton, Tailor July 28 at 3 14, Bedford row
VENNELL, FRANK EDWARD, Handsworth, Manchester Warehouseman June 27 at 11 191, Corporation st, Birmingham
WEBB, EDWARD ALBERT, Woolwich, Clothier June 28 at 11 Bankruptcy bldgs, Carey st
WHITE, JABEZ, East Coker Mills, nr Yeovil, Miller June 28 at 2 Off Rec, City chmbrs, Catherine st, Salisbury
WHITE, WILLIAM FRANCIS, Worcester, Auctioneer June 28 at 11 45, Copenhagen st, Worcester
WOODWARD, ROBERT KIRK, and JESSE WIKELEY WOODWARD, Low Dunsforth, nr Boroughbridge, Yorks, Farmers June 29 at 2.30 Off Rec, The Red House, Duncombe pl, Yorks

ADJUDICATIONS.

BAGSHAW, HENRY, Uttoxeter, Staffs, Grocer Burton on Trent Pet June 14 Ord June 14
BATTERSHALL, HENRY JOHN, East Stonehouse, Devon, Provision Dealer Plymouth Pet June 16 Ord June 16
BEASLEY, ALBERT MORGAN, Neath, Glam, Licensed Victualler Neath Pet June 14 Ord June 14
BENJAMIN, ROBERT, Shirenewton, Mon, Farm Labourer Newport, Mon Pet June 14 Ord June 14
BRADLEY, JOHN WALTER, Bradford, Plasterer Bradford Pet June 14 Ord June 14
CALVERT, BENJAMIN, Bradford, Ironmonger Bradford Pet June 15 Ord June 15
CAMPION, CHARLES WILLIAM, Southend on Sea, Plumber Chelmsford Pet May 22 Ord June 14
CARTER, WALTER WINDYBANK, Watford, Hairdresser St Albans Pet June 12 Ord June 15
CHARNLEY, JOHN HEATON, Horsforth, nr Leeds, Agent in Silk Yarns Leeds Pet June 15 Ord June 15
COLES, HENRY, Portsmouth, Hants, Builder Portsmouth Pet June 14 Ord June 14
CORDWELL, TOM HENRY, Cainscross, nr Stroud, Brewer Gloucester Pet June 16 Ord June 16
DIXON, JAMES H, South Luffenham, Rutland, Contractor Leicester Pet May 25 Ord June 16
DYER, CALEB, Northampton, Pawnbroker Northampton Pet May 26 Ord June 14
ELLIS, EDWARD, Dewsbury, Piano Dealer Dewsbury Pet June 14 Ord June 14
FARR, WILLIAM, Ewias Harold, Hereford, Labourer Leominster Pet June 16 Ord June 16
FEATHERSTONE, JOSEPH, Wallsend on Tyne, Northumberland, Labourer Durham Pet June 14 Ord June 14
HAWTHORN, FRANK, Streatham, Stationer Wandsworth Pet June 15 Ord June 15
HEPPELL, RALPH, Hexham, Northumberland, Licensed Victualler Newcastle on Tyne Pet June 16 Ord June 16
KIRKBY, THOMAS, Kingston upon Hull Kingston upon Hull Pet June 16 Ord June 16
LEONARD, LIONEL FREDERICK, Southsea, Hants, Dramatic Author Portsmouth Pet May 23 Ord June 14
LEWIS, HARRY, Hurst, Berks, Builder Reading Pet June 13 Ord June 13
LLOYD, EMILY, Pontwelly, Llangelor, Carmarthen, Confectioner Carmarthen Pet June 16 Ord June 16
MILNER, WILLIAM OWEN, Wavertree, Liverpool, Cabinet Maker Liverpool Pet May 16 Ord June 15
MOORE, HENRY THOMPSON, Leeds Leeds Pet June 13 Ord June 13
OSBORNE, EDWARD CHARLES HAROLD, Bexley Heath, Kent, Solicitor Rochester Pet May 1 Ord June 14

PRAIR, PERCY, Bolton, Cycle Maker Bolton Pet June 14 Ord June 14
REAN, CHARLES WALTER CLIFFORD, Wexford, Actor High Court Pet June 14 Ord June 15
REIS, THEODORE FERDINAND LEVY, Plum Tree ct, Farringdon st, Electrical Engineer High Court Pet March 8 Ord June 16
ROBINSON, ALFRED, Blackburn, Cabinet Maker Blackburn Pet June 16 Ord June 16
RODAWAY JAMES, West Christchurch, Southampton, Labourer Winchester Pet June 15 Ord June 15
ROSE, JOSEPH, Byker Hill, Newcastle on Tyne, Slipper Maker Newcastle on Tyne Pet May 25 Ord June 14
ROWE, TOM, Bedminster, Bristol, Commercial Clerk Bristol Pet June 15 Ord June 15
SIMMONS, GEORGE KEMBALL, Chatham, Upholsterer Rochester Pet May 30 Ord June 14
THOMAS, THOMAS WILLIAM, Sunnyside, Bridgend, Hatter Cardiff Pet June 15 Ord June 15
WESSON, WILLIAM, Leicester Leicester Pet June 16 Ord June 16
WOODWARD, ROBERT KIRK, and JESSE WIKELEY WOODWARD, Low Dunsforth, nr Boroughbridge, Yorks, Farmers York Pet June 13 Ord June 13
WOOLENBERG, SAMUEL, Darnley rd, Hackney, Boot Manufacturer High Court Pet May 17 Ord June 16
YARLEY, GEORGE, Gt Yarmouth Gt Yarmouth Pet June 13 Ord June 16
Amended notice substituted for that published in the London Gazette of May 4:
EGDEN, WILLIAM EDWARD, Darwen, Lancs, Operative Taper Blackburn Pet May 1 Ord May 1
Amended notice substituted for that published in the London Gazette of June 1:
HARVINGTON, ROBERT JAMES, Ynyshir, Glam, Collier Pontypridd Pet May 29 Ord May 29

ADJUDICATION ANNULLED.

ADDISON, WILLIAM JAMES, Stone Cottage, Fillongley, nr Coventry, Physician Coventry Adjud Jan 29 Annul June 12

London Gazette.—FRIDAY, June 22.

RECEIVING ORDERS.

AMBUS, JOSEPH, Pontypool, Auctioneer Newport, Mon Pet June 18 Ord June 18
BARKER, THOMAS, Dudley rd, Southall, Glass Merchant Windsor Pet May 31 Ord June 16
BARKER, WILLIAM FREDERICK, Gt Horkesley, Essex, Innkeeper Colchester June 18 Ord June 18
BARNES, AMYNTIS, Gillingham, Dorset, Builder Salisbury Pet June 18 Ord June 18
BEYON, ALPHONSE, Laurence Pountney hill, Financial Agent High Court Pet May 8 Ord June 19
BLOOMER, CHARLES EDWARD, Doughty st, Solicitor High Court Pet June 12 Ord June 18
BOURDELAINE, JOHN, Chiswick Brentford Pet June 19 Ord June 19
BROOKES, THOMAS GEORGE, Gibson sq, Islington High Court Pet May 28 Ord June 19
CHESHIRE, FREDERICK WILLIAM, Walsall, Baker Walsall Pet June 19 Ord June 19
COLMAN, WILLIAM, Hastings Hastings Pet May 30 Ord June 19
COMERFORD, WINIFRED, Penzance, Fancy Dealer Truro Pet June 19 Ord June 19
CUNLIFFE, JAMES LAWRENCE, Dukinfield, Cheshire Ashton under Lyne Pet June 20 Ord June 20
CURWAIN, FREDERICK, Huntingdon, Jeweller Peterborough Pet June 19 Ord June 19
DOGGETT, MONTAGUE, Palace rd, Streatham Hill, Leather Merchant High Court Pet June 19 Ord June 19
DUKE, ARTHUR, Andover, Hants, Cycle Agent Salisbury Pet June 19 Ord June 19
DURRANS, ANNIE, Paddock, Huddersfield, Dressmaker Huddersfield Pet June 18 Ord June 18
ELLIOTT, F, Kettlebrook, Tamworth, Staffs, Builder Birmingham Pet May 21 Ord June 20
EVANS, WILLIAM JOHN, Leytonstone, Essex, Saddler High Court Pet June 19 Ord June 19
FIELDING, AUSTIN, Hanley, General Dealer Hanley Pet May 31 Ord June 20
GRAHAM, WILLIAM, Thursby, Cumberland, Farmer Carlisle Pet June 20 Ord June 20
HASCASTLE, GEORGE, Somerbridge, Leeds, Yorks, Grocer Northallerton Pet June 18 Ord June 18
HARGREAVES, ALBERT EDWARD, Blackburn, Boot Dealer Blackburn Pet June 16 Ord June 20
HOBBS, ARTHUR, Ledbury, Hereford Worcester Pet June 18 Ord June 18
HUDSON, ALBERT, Nottingham, Cabinet Maker Nottingham Pet June 19 Ord June 19
HUTT, ALBERT EDWARD, Navestock, Essex, Licensed Victual er Chelmsford Pet June 18 Ord June 18
JOHNSON, EMILY JANE, Headless Cross, Redditch, Grocer Birmingham Pet June 20 Ord June 20
JONES, WILLIAM, Llangendeirne, Carmarthen, Miller Carmarthen Pet June 19 Ord June 19
LEACHMAN, EDWARD CLAUDE, Highgate High Court Pet May 25 Ord June 20
LEE, WALTER CHARLES, Trealaw, Glam, Collier Pontypridd Pet June 18 Ord June 18
MC ISAAC, THOMAS, East Sheen, Builder Wandsworth Pet May 28 Ord June 19
MITCHELL, T, Liverpool, Jeweller Liverpool Pet May 30 Ord June 20
MORGAN, JOHN, Llansamlet, nr Swansea, Grocer Pet June 18 Ord June 18
MORT, JOHN, Rusholme, Manchester, Baker Manchester Pet June 18 Ord June 18
NEAT, JOHN HENRY, Warminster, Wilts, Painter Frome Pet June 20 Ord June 20
OAKLEY, EDWIN JOHN, Neyland, Pembroke, Cycle Dealer Pembroke Dock Pet June 19 Ord June 19
POLLITT, ARTHUR, Prestwich, Lancs, Manufacturing Chemist Salford Pet June 20 Ord June 20
RAWSON, CHARLES, Doncaster, Joiner Sheffield Pet June 18 Ord June 18
READ, FRANK WILLIAM, Weymouth, Dorset, Fruit Merchant Dorchester Pet June 19 Ord June 19
REID, VERNON B, Wetherby, Yorks Yorks Pet May 22 Ord June 16

SANDBY, FREDERICK ISHMAEL, Swansea Swansea Pet June 18 Ord June 18
SCOTT, JAMES, Carlisle, Butcher Carlisle Pet June 18 Ord June 18
SCOTHERN, JAMES, Barnsley, Tailor Barnsley Pet June 20 Ord June 20
SIDEBOTHAM, JOSEPH, Ardwick, Manchester, Pork Butcher Manchester Pet June 19 Ord June 19
THOMPSON, ALBERT EDWARD, Kingston upon Hull, Architect Kingston upon Hull Pet June 19 Ord June 19
WALKER, SAMUEL, Stockport, Cheshire, Engineer Stockport Pet June 19 Ord June 19
WARREN, ALBERT, Salford, Lancs, Jeweller Salford Pet June 20 Ord June 19
WILLIAMS, JOHN HENRY, Princes End, Tipton, Staffs, Pit Sinker Dudley Pet June 20 Ord June 20
WRANGHAM, WILLIAM HENRY, Falcon rd, Clapham Junction, Provision Dealer Wandsworth Pet June 18 Ord June 18
YOUELL, ROBERT, Barnsley, Draper Barnsley Pet June 18 Ord June 18

FIRST MEETINGS.

BAGSHAW, AGNES, Preston, Draper July 2 at 10.30 Off Rec, 14, Chapel st, Preston
BARKER, WILLIAM FREDERICK, Gt Horkesley, Essex, Innkeeper July 6 at 11 Cups Hotel, Colchester
BEASLEY, ALBERT MORGAN, Neath, Glam, Licensed Victualler July 3 at 12.30 Townhall, Neath
BLOOMER, CHARLES EDWARD, Doughty st, Solicitor July 3 at 12 Bankruptcy bldgs, Carey st
BROOKES, THOMAS GEORGE, Gibson sq, Islington, Restaurant Keeper July 5 at 11 Bankruptcy bldgs, Carey st
BURT, TURNER WARNER, Takeley, Essex July 3 at 12 14, Bedford row
DANIELS, JAMES, Rudheath, nr Northwich, Platelayer June 30 at 12 Off Rec, King st, Newcastle, Staffs
DOGGETT, MONTAGUE, Palace rd, Streatham Hill, Leather Merchant July 2 at 1 Bankruptcy bldgs, Carey st
EVANS, WILLIAM JOHN, Leytonstone, Essex, Saddler July 5 at 12 Bankruptcy bldgs, Carey st
FEATHERSTONE, JOSEPH, Wallsend on Tyne, Labourer July 3 at 3 Off Rec, 3, Manor pl, Sunderland
FUGE, JOHN, and THOMAS ROSSER, Swansea, Builders July 5 at 12 Off Rec, 31, Alexandra rd, Swansea
GRIFFITHS, WILLIAM, Caerau, nr Bridgend, Haulier June 30 at 11 Off Rec, 117, St Mary st, Cardiff
HEPPELL, RALPH, Hexham, Northumberland, Licensed Victualler July 2 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
HODGES, ARTHUR, Ledbury, Hereford June 30 at 11.15 45, Copenhagen st, Worcester
KIRKBY, THOMAS, Kingston upon Hull June 30 at 11 Off Rec, Trinity House ln, Hull
LEE, WALTER CHARLES, Trealaw, Glam, Collier July 2 at 3 135, High st, Merthyr Tydfil
LLOYD, EMILY, Pontwelly Llangeler, Carmarthen, Confectioner June 30 at 12.15 Off Rec, 4, Queen st, Carmarthen
MIDDLEMISS, WILLIAM ROBERT, Heaton, Newcastle upon Tyne, Grocer July 2 at 11.30 Off Rec, 30, Mosley st, Newcastle upon Tyne
MORT, JOHN, Rusholme, Manchester, Baker June 30 at 11 Off Rec, Byrom st, Manchester
NICKLIN, HENRY BENJAMIN, Wednesbury, Staffs, Grocer July 3 at 11.30 Off Rec, Wolverhampton
NIXON, ENOCH TRAVIS, and FREDERICK THOMAS JONES, Hanley, Earthenware Manufacturers July 2 at 12 Off Rec, King st, Newcastle, Staffs
PARKER, WILLIAM BRISTOW, Kingston upon Hull, Draper June 30 at 11.15 Off Rec, Trinity House ln, Hull
REID, VERNON BOTTERILL, Wetherby July 4 at 3 Off Rec, The Red House, Duncombe pl, York
ROBERTS, H J, Waterloo, Lancs, Tobacco Dealer July 2 at 2.30 Off Rec, 35, Victoria st, Liverpool
RODAWAY, JAMES, Christchurch, Southampton, Labourer July 2 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
SPREADBURY, EVELINE AMELIA, Bournemouth July 2 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton
WARD, WILLIAM PERCY, Cradley, Herts June 30 at 11.30 45, Copenhagen st, Worcester
WESSON, WILLIAM, Leicester July 2 at 12 Off Rec, 1, Berridge st, Leicester

ADJUDICATIONS.

AMBUS, JOSEPH, Pontypool, Auctioneer Newport, Mon Pet June 18 Ord June 18
BARKER, WILLIAM FREDERICK, Gt Horkesley, Essex, Innkeeper Colchester Pet June 18 Ord June 18
BARNES, AMYNTIS, Gillingham, Dorset, Builder Salisbury Pet June 18 Ord June 18
BELLMAN, ROBERT JAMES, West Bromwich, Staffs, Dentist West Bromwich Pet June 7 Ord June 20
BETTANY, WALTER PYATT, Queen Victoria st, Journalist High Court Pet May 11 Ord June 19
BOURDELAINE, JOHN, Burlington ct, Chiswick Brentford Pet June 19 Ord June 19
COMERFORD, WINIFRED, Penzance, Fancy Dealer Truro Pet June 19 Ord June 19
CORFIELD, WILLIAM FREDERICK, Sparkhill, Worcester, Musician Birmingham Pet May 31 Ord June 18
CRIDLAN, ALBERT J, The Grove, Ealing, Butcher Brentford Pet May 14 Ord June 20
CUNLIFFE, JAMES LAWRENCE, Dukinfield, Cheshire Ashton under Lyne Pet June 20 Ord June 20
CURWAIN, FREDERICK, Huntingdon, Jeweller Peterborough Pet June 19 Ord June 19
DANIELS, JAMES, Rudheath, nr Northwich, Platelayer Crewe Pet June 15 Ord June 20
DUKE, ARTHUR, Andover, Cycle Agent Salisbury Pet June 19 Ord June 19
DURRANS, ANNIE, Huddersfield, Dressmaker Huddersfield Pet June 18 Ord June 18
EVANS, WILLIAM JOHN, Leytonstone, Essex, Saddler High Court Pet June 19 Ord June 19
GORE, SPENCER WILLIAM, Little College st High Court Pet April 2 Ord June 16
GRAHAM, WILLIAM, Thursby, Cumberland, Farmer Carlisle Pet June 20 Ord June 20
HARDCASTLE, GEORGE, Summerbridge, nr Leeds, Grocer Northallerton Pet June 18 Ord June 18
HOBBS, JOHN WILLIAM, Putney, Draper Wandsworth Pet May 24 Ord June 18
HODGES, ARTHUR, Ledbury, Hereford Worcester Pet June 18 Ord June 18
HOWARTH, RICHARD THOMAS, Aldermanbury High Court Pet Feb 2 Ord June 15
HUDSON, ALBERT, Nottingham, Cabinet Maker Nottingham Pet June 19 Ord June 19
JACOBSON, RACHEL, Birmingham, Tobacco Dealer Birmingham Pet May 24 Ord June 18
JOHNSON, EMILY JANE, Headless Cross, Redditch, Grocer Birmingham Pet June 20 Ord June 20
JONES, WILLIAM, Llangendeirne, Carmarthen, Miller Carmarthen Pet June 19 Ord June 19
KETTLEWELL, ARTHUR MIDGELEY, Bryanston st, Portman sq High Court Pet Feb 3 Ord June 20
LEE, WALTER CHARLES, Trealaw, Glam, Collier Pontypridd Pet June 18 Ord June 18
MORGAN, JOHN, Llansamlet, nr Swansea, Grocer Swansea Pet June 18 Ord June 18
MORRIS, WALTER HENRY, Madeley, Innkeeper Madeley Pet June 8 Ord June 19
MORT, JOHN, Rusholme, Manchester, Baker Manchester Pet June 18 Ord June 18
NEAT, JOHN HENRY, Warminster, Wilts, Painter Frome Pet June 20 Ord June 20
OAKLEY, EDWIN JOHN, Neyland, Pembroke, Cycle Dealer Pembroke Dock Pet June 19 Ord June 19
PADMORE, SAMUEL, Horton's Wood, nr Wellington, Salop Farmer Madeley Pet June 2 Ord June 20
POLLITT, ARTHUR, Prestwich, Lancs, Manufacturing Chemist Salford Pet June 20 Ord June 20
RAWSON, CHARLES, Doncaster, Joiner Sheffield Pet June 18 Ord June 18
READ, FRANK WILLIAM, Weymouth, Fruit Merchant Dorchester Pet June 19 Ord June 19
REECE, MARTIN, Studley rd, Clapham, Contractor High Court Pet March 13 Ord June 19
REID, VERNON BOTTERILL, Wetherby, Yorks York Pet May 22 Ord June 19
ROBINSON, FRANK, Stockport, Estate Agent Stockport Pet May 18 Ord June 18
ROBINSON, GEORGE LOVELY, Saltney, nr Chester Stoke upon Trent Pet May 23 Ord June 20

BYSONS, E HICKS BEACH, Kew Gardens Croydon Pet March 30 Ord June 20
SANDRY, FREDERICK ISHMAEL, Swansea Swansea Pet June 16 Ord June 18
SCOTHERN, JAMES, Barnsley, Tailor Barnsley Pet June 20 Ord June 20
SCOTT, JAMES, Carlisle, Butcher Carlisle Pet June 18 Ord June 18
SIDEBOTHAM, JOSEPH, Ardwick, Manchester, Pork Butcher Manchester Pet June 19 Ord June 19
THOMPSON, ALBERT EDWARD, Kingston upon Hull, Architect Kingston upon Hull Pet June 19 Ord June 19
WALKER, SAMUEL, Stockport, Engineer Stockport Pet June 19 Ord June 19
WARD, WILLIAM PERCY, Cradley, Hereford Worcester Pet May 25 Ord June 20
WARREN, ALBERT, Salford, Lancs, Jeweller Salford Pet June 19 Ord June 19
WHITE, JABEZ, East Coker Mills, nr Yeovil, Somerset, Miller Yeovil Pet June 1 Ord June 18
WILLIAMS, JOHN HENRY, Princes End, Tipton, Staffs, Pit Sinker Dudley Pet June 20 Ord June 20
WRANGHAM, WILLIAM HENRY, Falcon rd, Clapham Junction, Provision Dealer Wandsworth Pet June 18 Ord June 18
YOUELL, ROBERT, Barnsley, Draper Barnsley Pet June 18 Ord June 18